944 State Route 17K Montgomery, New York 12549

REQUEST FOR BIDS FOR:

Drainage Swale Maintenance

BID NUMBER:

RFB-VC-03-2025

BIDS DUE:

Tuesday, November 26, 2024, 2:00 p.m.



Valley Central School District Administration Office 944 State Route 17K Montgomery, NY 12549

Page 2

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

IMPORTANT NOTICE TO POTENTIAL BIDDERS

It is important to review the terms and conditions of this and any Request for Bids, as the format of our RFB documents as well as some terms and conditions may have changed. Specifically, the following changes should be noted with respect to the packaging and delivery of your bid documents:

- 1. **All bids MUST be submitted in DUPLICATE**. You should enclose one original document that contains original signatures **in blue ink**, as well as a copy of the original document.
- 2. Bids must be mailed to the address indicated on this RFB no later than the date and time as listed in the bid documents and/or any amendments that may be issued accordingly. Late bids cannot be accepted.
- 3. Bids must be presented in a sealed envelope clearly marked with the title of the bid, bid number, date and time. This includes marking the outside of any express envelope that may be used. Faxed or email submissions are not acceptable and will be disposed of upon arrival.
- 4. The Certification of Compliance with the Iranian Divestment Act, and the Non-Collusive Certification must be notarized.
- 5. The Insurance Certification form must be filled out including the Insurance Representative's Acknowledgment and the Bidder's Acknowledgment.
- 6. The Conflict of Interest Certificate must be notarized.
- 7. The Bidder's Statement on Sexual Harassment must be notarized.

By submitting this Request for Bids, you are asking Valley Central School District to accept your offer for the sale of goods or services. It is important that you READ and UNDERSTAND all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York. Once the District has opened bids, there can be no changes to price or terms, unless clearly specified in this document.

In addition, there are no provisions to cancel after an award is made, except by the District, which maintains a unilateral right to cancel or extend in accordance with the terms of this RFB.

Quantities are not a guarantee, they are listed based on past or anticipated usage, and are as accurate as we can



Administration Office 944 State Route 17K Montgomery, NY 12549 Page 3

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

ascertain.

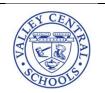
The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part on an item-by-item basis or group, or in whole taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, purpose for which required and the terms of delivery. Valley Central School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid.

If you do not agree with these terms you should not submit a bid.

Penalties for non-performance under this RFB are contained on page 15.

In addition to these penalties, you may:

1. Be listed as non-responsible, and be ineligible for future bid awards if you fail to perform.



Valley Central School District Administration Office 944 State Route 17K Montgomery, NY 12549

Pag	e 4
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

NOTICE TO BIDDERS

Valley Central School District (in accordance with Section 103 of Article 5-A of the General Municipal Law), hereby invite the submission of sealed bids for:

RFB-VC-03-2025 - DRAINAGE SWALE MAINTENANCE

For the Valley Central School District. The Bids will be received until 2:00 p.m. on Tuesday the 26th of November 2024, at Valley Central School District, Administration Building, 944 State Route 17K, Montgomery, NY 12549 at which time the bids will be opened and read.

Contractors are invited to attend a Pre-Bid Meeting on Tuesday, November 19, 2024 @ 7:00 a.m. This meeting will be held at the East Coldenham Elementary School 286 Route 17K, Newburgh, NY 12550.

BID DISTRIBUTION

To request bid documents, please email Jennifer Thompson at Jennifer. Thompson@vcsdny.org.

The only sources of "official" distribution of bid documents are through the Business Office of Valley Central School District or the District Website. If you've obtained this bid from a source other than those listed, you are encouraged to contact the District to receive an "official" copy. You are not guaranteed to receive important addenda or information regarding this bid if not registered with the District. Failure to respond to a bid on "official" proposal copies may result in disqualification.

All bid submissions must be received by [November 26th at 2:00 pm]. Any bid received after [November 26th at 2:00 pm], for any reason, will be deemed untimely and will not be opened or considered in the contract award process.

Valley Central School District

By: Brad Conklin, Assistant Superintendent of Business and Deputy District Clerk



Valley Central School District Administration Office 944 State Route 17K

Montgomery, NY 12549

Page 5

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

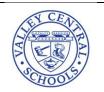
As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

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 School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School 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 School 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 School 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.

l,	, being duly sworn, deposes and says that he/she is the
of the	Corporation and that neither
the Bidder/Contractor nor any proposed subco	ntractor is identified on the Prohibited Entities List.
	
SIGNED	
SWORN to before me this da	ay of 202
Notary Public:	



Administration Office 944 State Route 17K Montgomery, NY 12549

Page	6
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

OR

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder:
Address of Bidder
Has bidder been involved in investment activities in Iran?
Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate):
If so, when did the first investment activity occur?
Have the investment activities ended?
If so, what was the date of the last investment activity?
If not, have the investment activities increased or expanded since April 12, 2012?
Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran?
If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan
In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):



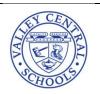
Administration Office 944 State Route 17K Montgomery, NY 12549

Page 7	/
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

I,k	peing duly sworn, deposes and say	rs that he/she is the	of the
	Corporation and th	e foregoing is true and accurate.	
SIGNED			
SWORN to before me this _	day of	202	
Notary Public			



Montgomery, NY 12549

944 State Route 17K

Page 8

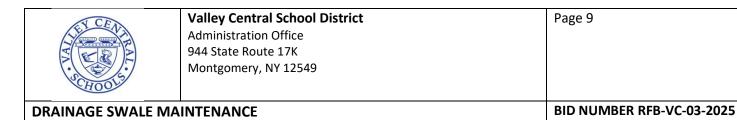
DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

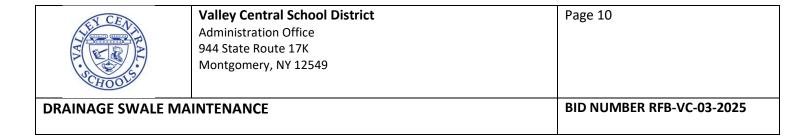
I. **GENERAL INFORMATION**

All invitations to bid issued by the Valley 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 Valley Central School District.

- 1. Sealed proposals for the furnishing and delivery, and installing, where called for, of the services, materials, equipment and/or supplies, as required by the Valley Central School District, and as set forth in the following specifications prepared under the direction of said District, will be opened in the Administration Building of the Valley Central School District, on the day and hour stated on "Notice to Bidders" page.
- 2. The person, firm or corporation making such proposal shall submit it in a sealed envelope to the Coordinator of Purchasing, or his duly designated representative at the place herein mentioned on or before the hour and day stated on "Notice to bidders" page, and the envelope shall be endorsed on the face thereof, with the name of the person, firm or corporation making such proposal, the date of the bid opening, the bid identification number and the title of the services, materials, equipment and/or supplies for which such proposal is made.
- 3. It is the bidder's responsibility to ensure that their bid is received by the Purchasing Department in a timely manner. All bids received after the 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 the handling of the mail by employees of the Valley Central School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified. The bid proposal shall be delivered in a sealed envelope, clearly marked with the name of the bidder and the Bid # and Title on the outside of the envelope.
- 4. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned and/or emailed quotations or amendments will not be accepted at any time.
- 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.
- No alteration, erasure or addition is to be made in the typewritten or printed matter. Deviations from the 6. specifications must be set forth in a "substitute bid list" submitted by the bidder.
- 7. Prices and information required, except signature of bidder, should be type-written for legibility. Illegible or vague bids may be rejected. All signatures must be written IN BUE INK. Facsimile, printed or typewritten signatures are not acceptable.
- 8. The bidder shall insert the price per stated unit and the extension against each item in the schedules hereto annexed, which he proposes to furnish, deliver and install, where called for. In the event of a discrepancy between the unit price and the extension, the unit price will govern.



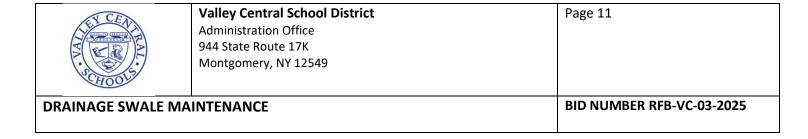
- 9. The price bid for each item must be net and must include all delivery charges fully prepaid by the successful bidder to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.
- 10. All specifications are minimum standards and accepted bid samples do not supersede specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
- 11. 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 using Page 26 in accordance with the instructions contained on that page. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the Valley Central School District in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
- 12. No charge will be allowed for federal, state, or municipal sales and excise taxes, in that the Valley Central School District is exempt there from. The price bid shall be net and shall not include the amount of any such tax. Exemption Certificate, if required, will be furnished on forms provided by the bidder.
- 13. No charge will be allowed for cases, boxes, carboys, bottles, etc. nor for freight expenses, expressage, or cartage. No empty packages cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Valley Central School District. Such empty cases, boxes, etc., must be removed by the bidder or contractor at his own expense.
- 14. Bidders are requested to notify immediately the District Business Office of any discrepancies found in these specifications. VCSD Business Office (845) 457-2400 Ext 18123.
- 15. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person of firm making any proposal, bid and/or quotation for the materials and/or installation listed. Each bidder must also state that no officer or member of the Valley Central School District is directly or indirectly interested therein or in the supplies to which it relates, or to any portion of the profits thereof.
- 16. The Valley Central School District reserves the right to accept this bid by item or as a whole or, in its discretion, reject any and all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law. 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 Valley Central School District will be served. Also reserved is the right to reject bids and to purchase items on New York State, County or Cooperative Contracts, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
- 17. All bidders must agree that, pursuant to Section 103A and 103B of the General Municipal Law, this bid and any subsequent bid award will be terminated and canceled on failure of the contractor or its principals to sign a waiver of immunity or answer any relevant questions, before a Grand Jury, concerning any bid award, contract, or purchase order, as the case may be and which may be a result of this bid.



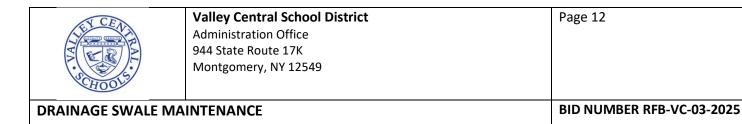
- 18. These instructions and general requirements are to be considered an integral part of all proposals.
- 19. Forty-Five (45) days after the date of the bid opening, in the event that no awards have been made, all bids shall become null and void.
- 20. Awards will be made to the lowest responsible 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, purpose for which required and the terms of delivery.
- 21. Each bid will be received with the understanding that the acceptance thereof in writing by the Valley Central School District, to furnish any of all items described therein shall constitute a contract between the successful bidder and the Valley Central School District, approved by the Valley Central School District, to furnish any of all items described therein shall constitute a contract between the successful bidder and the Valley Central School District. The 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. The contract shall bind the Valley Central School District on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices all items ordered and delivered.
- 22. In the case of a Force Majeure/State of Emergency situation that falls on a bid opening day, we will reschedule for the next business day at the same time as was stated in the bid. We will post all of the delay bid opening information on our website www.vcsd.k12.ny.us to publicly notify all bidders about this specific bid situation and stating the new bid opening time.
- 23. Verbal explanations or instructions given by a District employee to a proposer in regard to this solicitation will not be binding. Formal requests for clarification of this Bid/RFP or questions regarding the terms of this Bid/RFP are to be directed in writing (see Page 26). Any information given to a proposer in response to a formal request will be furnished to all proposers as an amendment to this solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to submission of uniform proposals. Only such amendments, when issued by the Valley Central School District Purchasing Department, will be considered as being binding.
- 24. Purchases must also be compliant with any funding source requirements. See, for example, the requirements of Title 2: Grants and Agreements, of the Code of Federal Regulations (CFR), Part 200 Uniform Administrative Requirements, cost Principles, and Audit requirements for Federal Awards ("Uniform Guidance") §200.318.200.326 and any updates therein.

II. COMPLETION OF BID FORM

25. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby.



- 26. All bids must be submitted on and in accordance with the forms provided by the Valley Central School District.
 - A. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated.
 - B. If the bidder desires to bid on an "or equal" for the article specified, which is claimed to be equivalent to the standard specified, the bidder must enter the price on the "or equal" line and indicate the Item Number, Brand Name, The Quantity, and give a complete description of the item, the unit price and the extension price.
 - C. If the bidder proposes to furnish a substitute item the bidder must furnish a complete description of the item, which shall include, but not be limited to: make, model, size, color, dimensions, gage, etc. In addition the bidder must indicate how the substitute item differs from the specified item.
 - SUBSTITUTE ITEMS MUST BE ON A SEPARATE BID FORM. THE ITEM MUST ALSO BE CLEARLY IDENTIFIED AS A SUBSTITUTE ITEM.
 - D. Where "or equal" is quoted on the vendor for items stated in the specifications as "or equal" it shall mean the approval by the Valley Central School District. In cases where the bid is based upon an "or equal" item, the bidder may be asked to **submit a sample**; and a **complete catalog description** of the item should accompany the bid. Samples will be returned, if so desired, as soon as award is made.
 - E. Where substitute bids are submitted by the vendor the decision to accept the substitute shall be the sole decision of the Valley Central School District. The bidder may be asked to submit a sample; and a complete catalog description of the item should accompany the bid. Samples will be returned, if so desired, as soon as award is made.
 - F. All items not clearly labeled as "or equal" or a substitute will be deemed to be as specified and must be exactly as specified in the description.
- 27. Unless the schedule contains a complete specification, items listed in the schedule must be equal to the sample on exhibition at the office of the Business Administrator or the same as the sample provided by the vendor. Items delivered by successful bidder must be equal in all respects to the sample or to those referred to by catalog number on the bid specifications.
- 28. All prices quoted must be "per unit" as specified (e.g. do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected).
- 29. The vendor must complete ALL information required on the bid form. Failure to fully complete all parts of any line item may cause the bid to be rejected (e.g. if the bid calls for a "per quart" item and also requires that "per ounce" cost be indicated you should show BOTH costs).



III. SUBSTITUTE OR "OR EQUAL" ITEMS

- 30. It is the bidder's responsibility to demonstrate that the items they are bidding are equal to the bid specifications. Therefore when a bidder is proposing an "or equal" item or a substitute item the bidder must provide sufficient documentation and/or samples to allow the Valley Central School District to make a determination.
 - A. The documentation or samples must be clearly labeled as to the line item number and bid.
 - B. Documentation must include size, weight, chemical composition or other such information so that it may be compared to our bid specification.
 - C. Failure to provide sufficient documentation may result in the substitute or "or equal" item not being considered.

IV. QUANTITIES

31. All quantities listed are approximate and may be increased or decreased by the Valley Central School District at the time of purchase. The quantity indicated represents only our estimate and is not intended to be an exact quantity. The Valley Central School District reserves the right to increase or decrease their portion of the total estimated quantities, as is in the best interest of the Valley Central School District.

V. SAMPLES

- 32. When samples are required they must be clearly labeled with bid number, and line item number. Samples must be provided at the bidder's expense.
- 33. If a sample is for more than one line item the samples must clearly identify each line item. If the sample is not exactly as will be provided any difference must be clearly identified.
- 34. Samples must be provided for all "or equal" or substitute items.
- 35. Samples will be returned to all bidders upon request at the bidders expense. Samples may be used as part of the evaluation process and may not be returned in original or usable condition.
- 36. It is the bidder's responsibility to provide all samples by the specified time and date to the proper location otherwise the bid may not be considered.
- 37. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, the bid may not be considered. 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 Valley Central 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



Administration Office 944 State Route 17K Montgomery, NY 12549

Page	1	3
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

bidder will be regarded as abandoned and the Valley Central School District shall have the right to dispose of them as its own property.

VI. INSURANCE - MAINTENANCE, REPAIR AND SERVICE PROVIDERS

38. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

The policy naming the District as an Additional Insured shall:

- Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
- State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
- Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for ongoing operations (CG 20 38) or equivalent and completed operations (CG 20 37) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.

Please us the following address on all paperwork: Valley Central School District 944 State Route 17K Montgomery, NY 12549

- There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
- No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
- The certificate of insurance must describe the services provided by the maintenance, repair or service provider that are covered by the liability policies.
- At the District's request, the maintenance, service or repair provider shall provide a copy of the declaration page of the liability policies with a list of endorsements and forms. If requested, the maintenance, service or repair provider will provide a copy of the policy endorsements and forms.
- The maintenance, repair or service provider agrees to indemnify the District for applicable deductibles and self-insured retentions.



Administration Office 944 State Route 17K Montgomery, NY 12549

Page	14
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

Minimum Required Insurance:

Commercial General Liability Insurance

- \$1,000,000 per Occurrence/\$2,000,000 Aggregate
- \$2,000,000 Products and Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage
- \$10,000 Medical Expense
- The general aggregate shall apply on a per-project basis.

Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

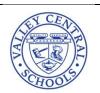
Umbrella/Excess Insurance

- \$3,000,000 each Occurrence and Aggregate coverage.
- \$10,000,000 each Occurrence and Aggregate for high risk construction, work at elevation (>1 story or 10 feet) and/or for project values greater than \$1,000,000.
- Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

➢ Garage Liability & Garagekeepers Insurance (where applicable)

\$1,000,000 limit for garage operations; minimum of \$75,000 per vehicle for Garagekeepers liability. The policy shall include coverage for all garage operations of the service provider, including premises and operations, products and completed operations and Garagekeepers liability coverage.

The maintenance, repair or service provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The maintenance, service or repair provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.



Administration Office 944 State Route 17K Montgomery, NY 12549

Page 15

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

VII. INSPECTION OF SITE

40. At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have examined and to be thoroughly familiar with the drawings, general requirements and specifications (including all addenda thereto). The failure and/or omission of any bidder to receive or examine any drawings, forms, instructions, or documents shall in no way relieve such bidder from any obligation in respect to his bid.

VIII. ADDENDUM

41. Any addenda sent to the contractors shall be as binding and take precedence over the original part of the specifications to which they refer. Interpretations and clarifications of all parts of the specifications may be had at the Business Office on or before the date of the opening of the bids. After the opening of the bids, all interpretations and meanings of the specifications will be made by the Valley Central School District.

IX. INSTALLATION

- 42. The contractor shall furnish, deliver, and install completely, unless otherwise noted, material and equipment described in the specifications, with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts and/or accessories shall be included in the bid price.
- 43. All of the furnishings and/or equipment furnished and installed under this contract shall be guaranteed by the contractor, in writing, for one (1) year after completion against any and all defects which are the result of improper design, materials, construction or installation, if called for. Immediately upon notice by the owner (at any time during the guarantee period), the contractor shall fully make good such defects by replacing same with new work, without cost to the owner.

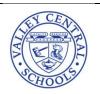
Prior to installation it is the responsibility of the vendor to be familiar with the site.

The vendor must bid a fixed price for installation.

The time and date of installation must be approved by the School District prior to starting any installation.

X. TERM OF CONTRACT

44. This contract will be valid for One (1) year beginning January 1, 2025 through December 31, 2025. Valley Central School District reserves the right to extend the contract for the annual maintenance for up to four (4) additional, (1) one year periods, at the sole option of the purchasing agent's recommendation, the Board of Education's approval, and under all terms and conditions of the original RFB.



Administration Office 944 State Route 17K Montgomery, NY 12549

Page 1	6
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

XI. NOTICE OF AWARD

- 45. The placing in the mail of a notice of award or purchase order to a successful bidder to the address given in his bid will be considered sufficient notice of acceptance of contract.
- 46. Each vendor shall receive a notice of items recommended to be awarded to their firm. However, quantities are only estimated. The Valley Central School District is responsible for placing their own order. The successful vendor shall only ship items upon the receipt of a properly executed purchase order from the Valley Central School District.

XII. FAILURE TO PERFORM OR DELIVER

- 47. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by the Valley Central School District (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by the Valley Central School District, the Valley Central School District may purchase from other sources to take the place of the item rejected or not delivered. The Valley Central 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 Valley Central 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.
- 48. If the successful bidder fails to deliver as ordered, the Valley Central School District reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

XII. CANCELLATION

- 49. A contract may be canceled at the successful bidder's expense upon non-performance of contract.
- 50. Cancellation of contract for any reason may result in the Valley Central School District classifying your firm as non-responsible following an appropriate responsibility hearing.
- 51. The right is reserved by the Valley Central School District to cancel any purchase order or part thereof if said order is not filled within the contract time or stated in the bid document, or on the purchase order issued by the Valley Central School District.
- 52. Forty-Five (45) working days after the date of the opening, in the event that no awards have been made, all bids shall become null and void.



Valley Central School District Administration Office 944 State Route 17K

Page 17

Montgomery, NY 12549

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

XIV. ASSIGNMENT OR TRANSFER OF BID AWARD

53. 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 person, company or corporation without the previous written consent of the Valley Central School District.

XV. PERIOD OF THE BID

54. Bid prices must be honored by the vendor for the period indicated in these specifications. The bid award may be extended beyond the bid period by mutual consent of the successful bidder and the Valley Central School District. The length of the extension will be determined by mutual consent of the participating parties for up to three years.

XVI. DELIVERY

- 55. Delivery will be required to be made to the Valley Central School District as follows unless otherwise noted. All equipment and material shall be delivered and placed where directed inside the building, unless the schedules or purchase order issued to the successful bidder thereon indicated otherwise. The contractor will be required to furnish proof of delivery in every instance. No help for unloading will be provided. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 9:00 a.m. to 3:00 p.m., Monday through Friday unless otherwise noted by the Valley Central School District. Notice of delivery shall be made twenty-four (24) hours in advance. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units specified in schedules.
- 56. Each purchase order shall constitute an order. Items contained therein should be shipped by the vendor within thirty (30) days of the receipt of each purchase order. Items not delivered on a timely basis shall be dealt with in accordance with the provisions outlined in the failure to perform section.
- 57. The Valley Central School District reserves the right to order additional quantities of equipment including installation for other locations.
- 58. The Valley Central School District will not schedule any deliveries for Saturdays, Sundays, or legal holidays.
- 59. 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.
- 60. 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 Valley Central School District will note for the benefit of successful bidder when packages are not received in good condition.



Administration Office 944 State Route 17K Montgomery, NY 12549 Page 18

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

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

Purchase Order Number Names of Articles Item Number Quantity Name of Successful bidder

- 62. 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 reason for refusal to accept the goods.
- 63. Successful bidders will be notified by receipt of a purchase order. The purchase order number MUST appear on the outside of all packages, on invoices, packing slips, claims, and correspondence.
- 64. The right is reserved by the Valley Central School District to cancel any purchase order or part thereof, if said order is not filled within the time stated in the bid document or on the purchase order or within a reasonable time if not stated in the bid document or on the purchase order.

XVII. PAYMENT

- 65. Payment will be made only upon successful completion of the purchase order issued by the Valley Central School District.
- 66. Payment will be made only after the proper presentation of invoices as required by the Valley Central School District.
- 67. Payment for the used portion of an inferior delivery will be made by the Valley Central School District on an adjusted price basis.
- 68. Payments of any claim shall not preclude the Valley Central School District from making claim for adjustments on any item found not to have been in accordance with general conditions and specifications.
- 69. No payment shall be made until all equipment is installed and operating to the satisfaction of the School District.

XVIII. OWNERSHIP

70. Ownership of equipment shall not transfer until all equipment is completely installed and operating to the satisfaction of the School District.



Administration Office 944 State Route 17K Montgomery, NY 12549

Page	19
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

XIX. MODIFICATION AND WITHDRAWAL OF BIDS

71. If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with Valley Central School District and promptly thereafter demonstrates to the reasonable satisfaction of the District that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and, if applicable, the bid security will be returned.

XX. SAVINGS CLAUSE

72. 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.

SIGNATURE OF AUTHORIZED OFFICER
TYPED NAME AND TITLE
FIRM
ADDRESS
STATE, CITY, ZIP CODE
FEDERAL IDENTIFICATIOIN NUMBER (FEIN)
TELEPHONE NUMBER
EMAIL ADDRESS
DATE



Administration Office 944 State Route 17K Montgomery, NY 12549

Page 2	C
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

BID CERTIFICATIONS

FIRM NAME:	
BUSINESS ADDRESS:	
PHONE 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.

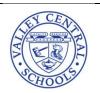
II. Iran Divestment Act

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

III. 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:

- 1. State 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 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 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."



Page 21

944 State Route 17K Montgomery, NY 12549

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

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 of 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 sub-paragraph 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 or 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			
l,	, being c	duly sworn, deposes	and says that he/she	e is the
of the _			Corporation and tha	t neither
the Bidder/Contractor nor any proposed				
SIGNED				
SWORN to before me this	day of	202		
Notary Public:				



Valley Central School District Administration Office 944 State Route 17K

Montgomery, NY 12549

chool District Page 22 Fifice

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

CONFLICT OF INTEREST CERTIFICATE

Pursuant to section 2:4-15 of the Administrative code of the State of New York, the undersigned does herewith certify that no officer or employee is interested in this contract, nor shall he participate in any profits with the undersigned or any other person, or receive any compensation, commission, gift, or other reward for his services, except the salary or fees established by law or by ordinance or resolution of the council.

IN WITNESS WHEREOF, the undersigned has Caused this certificate to be executed this	
Day of,,,	·
Sworn and subscribed to before me this	
Day of,,,	·
	Name of Bidder
	Signature of Authorized Official
	Printed or Typed Name of Official and Title



Administration Office 944 State Route 17K Montgomery, NY 12549 Page 23

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-1, which generally prohibits the School District from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

New York

, Trevi Tork	
, 2024	
	Name of Bidder
	Signature of Authorized Official
	Printed or Typed Name of Official and Title
Sworn to before me this	
day of, 2024	<u> </u>

Dates:



Administration Office 944 State Route 17K Montgomery, NY 12549

Page :	24
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

REQUIRED BONDING

☐ There are no Bonds required for this contract
Bid Bond - An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to the Valley Central School District to the extent of 10% not to exceed \$20,000.00 percent of the bid price will be required with all vendor responses at the time of Submission of the bid. The District will hold the bond until the contract has been signed.
Bid Bond – An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to the Valley Central School District in the amount of will be required with all vendor responses at the time of submission of the bid. The District will hold the bond until the contract has been signed.
Performance and Payment Bond - The contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration:

- an irrevocable documentary Letter of Credit with a sound and reputable bank authorized to do business in the State of New York, OR
- a Performance Bond signed by a surety company authorized to do business in the State of New York, <u>and/or</u>
- a Payment Bond signed by a surety company authorized to do business in the State of New York, in the amount of 100%, for the faithful performance of the contract. The Letter of Credit, Performance Bond, Payment Bond, etc., shall name as beneficiary the Valley Central School District and may be invoked to the benefit of the District upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the Valley Central School District.

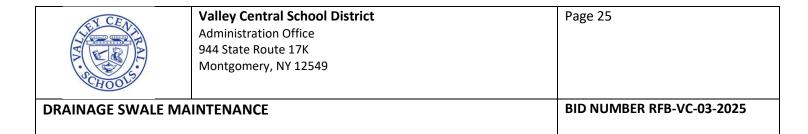
With its proposal submission, the contractor shall include a letter from its bank or surety company stating that the letter of credit or bond will be provided if being considered for a contract or in the event of a contract. The Letter of Credit or Bond shall be provided on a yearly basis for each year, or portion, of the contract.

PREVAILING WAGE

Prevailing wage rates apply to this contract (if box is checked)

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law.

- Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract
- A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to the Valley Central School District in order for payment to be made.
- Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.



The awarded Contractor who provides the service to the District shall insure that each laborer or worker employed by the Contractor or Subcontractor shall not be paid less than the prevailing rate of wages as indicated on the current wage schedule provided by the New York State Department of Labor, Bureau of Public Works. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. A current wage schedule is available on the New York State Department of Labor's website at www.labor.state.ny.us

**A CERTIFIED PAYROLL IS REQUIRED TO BE SUBMITTED WITH THE INVOICE TO THE DISTRICT BEFORE PAYMENT OF SERVICES WILL BE MADE.

"The Contractor and subcontractor(s) if any shall submit to the District with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, social security number, classification(s) in which the worker was employed, hourly wage rate(s) paid, supplements paid or provided, and daily and weekly number of hours worked in each classification"

PLEASE NOTE: Vendors currently on the NYS Labor Department Debarred list will not be considered for award. By submitting a bid for consideration, the vendor is indicating to the District that they are currently in good standing with the NYS Department of Labor at the time of the bid.



Valley Central School District Administration Office 944 State Route 17K Montgomery, NY 12549

Page	26
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

QUESTIONS

ALL quest	ions regarding this	Request for Bids N	ЛUST be emaile	d to the Purcha	ising Department	on this
form to je	ennifer.thompson@	vcsdny.org.				

No questions will be entertained by any means other than through the use of this page. All questions must be submitted no later than 10 business days prior to the official bid opening. Questions received after this time may not be addressed. Each question received will be				
reviewed and an appropriate amendment will be issued to all interested ven	reviewed and an appropriate amendment will be issued to all interested vendors. There will be no individual response to vendors.			



Administration Office 944 State Route 17K Montgomery, NY 12549

Page	27
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DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

Business Name			Date
Telephone Number		nber	Facsimile Number
	(QUALIFI	CATIONS OR LIMITATIONS TO BID SPECIFICATIONS AND CONDITIONS
	age must I District.		pleted and signed by the vendor in order for your bid to be considered by the Valley Central
A.			tion or limitations to the bid conditions and specifications are part of your bid, you must elow) and indicate the limitation on this page.
В.	If no li	imitation	s or qualifications are part of your bid, you must check box 2 (below).
	1.	The fo	ollowing limitations or qualifications are included in this bid:
		a.	DELIVERY:
		b.	FREIGHT CHARGES:
		C.	PRICES:
		d.	OTHER:
	2.	NO LI	MITATIONS OR QUALIFICATIONS APPLY.
Signat	ure of Ve	endor	
Compa	any Nam	e	



Administration Office 944 State Route 17K Montgomery, NY 12549 Page 28

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

OBJECTIVE

It is the intent of this specification to describe the minimum requirement for restoring the drainage swales at East Coldenham Elementary School and Berea Elementary School to their original condition allowing for the efficient flow of storm water as intended by design. In addition, the District is requesting a price for annual maintenance of the swale for the next four years, on an as needed basis.

If accepted, it is the intent to perform and complete this work during school recess periods and to be completed as soon as possible, dependent on weather, after obtaining permit approval.

Contractors submitting bids should thoroughly review all related documents and specifications, project site, and any other information needed to submit bid. Prior to the awarding of the contract, contractors must provide valid insurance certificate(s) meeting the minimums listed on the attached sample insurance certificate.

Bids must be submitted on the attached Bid Submission Sheet. Any additional supporting documentation you wish can be submitted, but Bids will only be accepted on the submission sheet

GENERAL

Contractor Specifications for Drainage Swale Cleaning and Maintenance

There is approximately 1,300 linear feet of drainage swale maintenance at East Coldenham Elementary School and 300 linear feet of drainage swale at Berea Elementary School. The District is in the process of obtaining the appropriate permits for this work.

1. Scope of Work

- Initial Cleaning: Remove all debris, sediment, and vegetation obstructing the flow of water in the swale.
- Annual Maintenance as needed: Ensure the swale is free of blockages and functioning properly to manage storm water runoff.

2. Frequency of Maintenance

- Initial Cleaning: One-time thorough cleaning at the start of the contract.
- Regular Maintenance: Yearly cleaning as required by the District.

3. Contractor Responsibilities

Debris Removal: Properly dispose of all debris and sediment removed from the swale.



Administration Office 944 State Route 17K Montgomery, NY 12549 Page 29

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

 Cleanup: Vendor shall take precautions to prevent adjacent surfaces from being damaged. This includes curbs, planting beds, grass, etc. In the event vegetation is compromised, the vendor shall replace damaged vegetation to the owner's satisfaction.

4. Safety and Environmental Compliance

- Safety Measures: Follow all local safety regulations and guidelines to ensure the safety of workers and the public.
- Environmental Protection: Use environmentally friendly methods and materials to avoid contamination of the swale and surrounding areas.

5. Qualifications and Experience

References: Provide at least three references from previous clients with similar projects.

6. Equipment and Materials

Tools: Contractor must supply all necessary tools and equipment for the job

7. Bid Submission Requirements

• **Deadline**: All bids must be submitted by 2:00 pm on November 26, 2024.

8. Evaluation Criteria

- Cost: Competitive pricing will be considered.
- **Experience and References**: Proven track record and positive references.

ACCEPTANCE

A designee of the District will inspect all work, and will advise the contractor of acceptance. In the event the District determines work is not satisfactory, the contractor will be immediately responsible to correct the deficient work.

AWARD CRITERIA

The following assumptions will be used to determine the low bidder:

- 1. Drainage swale/culvert cleaning at East Coldenham Elementary School Initial Cleanout
- 2. Drainage swale/culvert cleaning at Berea Elementary School Initial Cleanout
- 3. Annual Maintenance East Coldenham Elementary School from 2026-2029
- 4. Annual Maintenance Berea Elementary School from 2026-2029



944 State Route 17K Montgomery, NY 12549 Page 30

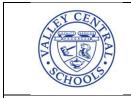
DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

BID PRICING

ITEM #	DESCRIPTION	INITIAL CLEANOUT 1/1/25-12/31/25	ANNUAL MAINTENANCE 1/1/26-12/31/26	ANNUAL MAINTENANCE 1/1/27-12/31/27	ANNUAL MAINTENANCE 1/1/28-12/31/28	ANNUAL MAINTENANCE 1/1/29-12/31/29
1	Drainage swale/culvert cleaning at East Coldenham Elementary School as per attached picture	\$	\$	\$	\$	\$
2.	Drainage swale/culvert cleaning at Berea Elementary School as per attached picture	\$	\$	\$	\$	\$

SUBMITTED BY:					
Company:					
Address:					
Telephone:					
Authorized Signature:					
Title:					



Valley Central School District Administration Office 944 State Route 17K

Montgomery, NY 12549

Page 31

DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

THIS FORM MUST BE SUBMITTED WITH BID SUBMISSION FORM

Please provide information for validation of the requirement(s) of this bid:

ricase provide information for validation of the requirement(s) of this bid.										
Reference Contact for Requirement Verification										
NAME:			TITLE:							
COMPANY /		•								
ADDRESS										
TELEPHONE:		FAX:			E-MAIL:					
OTHER REFERE	NCES:									
Please provide	at least two other references t	hat can c	omment on	your ability	to successfu	ully Perform the				
Please provide at least two other references that can comment on your ability to successfully Perform the work outlined in this bid.										
NAME:			TITLE:							
COMPANY /		-								
ADDRESS										
TELEPHONE:		FAX:			E-MAIL:					
NAME:			TITLE:							
COMPANY /										
ADDRESS										
TELEPHONE:		FAX:			E-MAIL:					



Valley Central School District Administration Office 944 State Route 17K Montgomery, NY 12549

Page 32

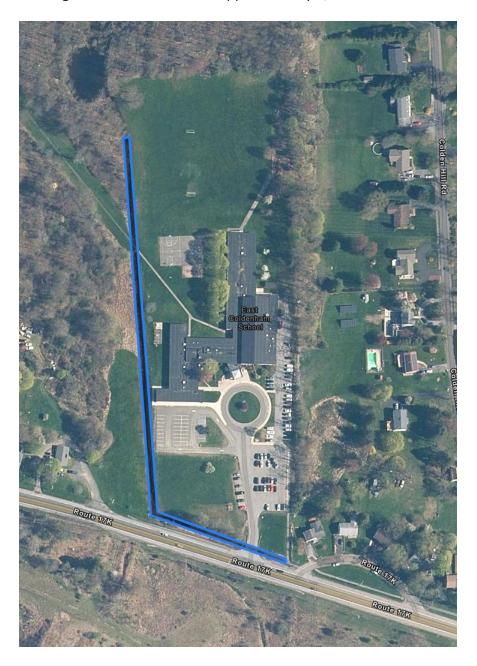
DRAINAGE SWALE MAINTENANCE

BID NUMBER RFB-VC-03-2025

District Properties

East Coldenham Elementary School – 286 Rte. 17K, Newburgh, NY 12550

Drainage Swale Maintenance -Approximately 1,300 linear feet





Valley Central School District Administration Office 944 State Route 17K Montgomery, NY 12549

Page 33

BID NUMBER RFB-VC-03-2025

DRAINAGE SWALE MAINTENANCE

Berea Elementary School – 946 State Rte. 17K, Montgomery, NY 12549

Drainage Swale Maintenance -Approximately 300 linear feet

