

BID PACKAGE

**Mowing of Town Parks,
Mowing at Town Buildings
and
Maintenance of the Route 9 and Route 55 Medians**

For the

**Town of Poughkeepsie Recreation Department
1 Overocker Road
Poughkeepsie, NY 12603**

And

Mowing of School Properties

**For the
Spackenkill Union Free School District
15 Croft Road
Poughkeepsie, NY 12603**

Town of Poughkeepsie

Town Supervisor

Todd Tancredi

Board Members

**Jon J. Baisley
Bill Carlos
Joseph Conte
Michael Cifone
Joseph Lepore
Ann Shershin**

Town Clerk

Felicia Salvatore

Attorney to the Town

Jim Nelson

Park Facilities and Programs Director

Thomas R. Meyering CPRP

January 20, 2016

**ADVERTISEMENT FOR BIDS
MOWING AND MAINTENANCE CONTRACTS**

Sealed Bids for two year contracts for “Park and Facility Mowing”, “Town Buildings Mowing”, “Median Maintenance, Routes 9 and 55” and “Mowing of Spackenkill School District (“District”) Facilities”, will be received by the Town Clerk, Town of Poughkeepsie (“Town”), One Overocker Road, Poughkeepsie, NY 12603 until 11 a.m. (local time) on February 23, 2016 at which time they will be publicly opened and read aloud.

Bidders for each contract shall also propose an hourly rate for labor and equipment to perform additional mowing as requested by the Town and District.

All Bids must be made upon and in accordance with the forms prepared by the Town and shall be submitted in sealed envelopes marked: “Mowing and Maintenance Bid(s)”. Four copies of each bid should be submitted.

BID DEPOSIT: Each bidder shall submit a Bid Deposit Guarantee of \$2,500 by Bond or Certified or Bank Check payable to the Town of Poughkeepsie, to assure that the successful Bidder(s) will execute a contract(s). The Town and District will each require a combined performance and payment bond of \$2,500 from the successful Bidder(s).

There will be a Pre-Bid Meeting at 10:00 a.m. on February 11, 2016 at the Town Hall Meeting Room.

STATEMENT OF NON-COLLUSION: In addition to submitting a Bid Form, Bidders are required to execute a Non-Collusion Bidding Certificate as attached to the Bid Package.

The Bid Package, including the required “Bid Sheet” and “Non-Collusion Certificate” forms may be reviewed and obtained at the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 and are also available at www.PoughkeepsieTownRec.com. A \$100 deposit is required for copies obtained from the Town Clerk. To be advised of addenda to the bid packet please register with tmeyering@townofpoughkeepsie-ny.gov or fsalvatore@townofpoughkeepsie-ny.gov.

The Town and District reserve the right to reject any and all Bids, to waive any formality or technicality in any Bid in their interest, to determine the ultimate scope of the contract(s), and to award more than one contract to a Bidder whose combined contract pricing is most favorable.

Bidders are also required to comply with the provision of Section 291-299 of the Executive Law of the State of New York.

The Town of Poughkeepsie will affirmatively insure that minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin.

**BY ORDER OF THE TOWN BOARD
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

Dated: January 20, 2016

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I INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Town of Poughkeepsie (the Town or Owner), invites bids on the form attached hereto, all blanks of which must be completely filled in. Bids will be received by the Town at the office of the Town Clerk until 11 o'clock a.m., local time on February 23, 2016 and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to the Town of Poughkeepsie at One Overocker Road, Poughkeepsie, New York 12603 and designated as "Mowing and Maintenance Bid(s)".

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both figures and words, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Advertisement for Bids.

3. Qualifications of Bidder:

The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract documents and to deliver the items specified. Conditional bids will not be accepted. Names and qualification of all proposed subcontractors must be submitted with the bid.

4. Bid Security:

Each bid must be accompanied by a Certified or Bank Check of the bidder drawn payable to the Town of Poughkeepsie or a surety bond, and the form of bid bond attached hereto, in the amount of Two Thousand Five Hundred Dollars. Such bid security will be returned to all except the three lowest bidders within five days after the opening of bids. The remaining checks or bid bonds will be returned to those not awarded the contract promptly after the Town and the accepted bidder have executed a contract, or, if no agreement has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. The bid security for the winning bidders will be returned upon the completion of the term of the contract.

5. Addenda and Interpretations:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any prospective bidder orally. Every request for such interpretation should be in writing addressed to Tom Meyering at the Town Recreation Department. To be given consideration it

must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the bid/agreement documents.

6. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to his/her bid.

Each bidder must inform him/her self of the conditions relating to the work required under this project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract.

7. Conditions of Work/ Pre-bid Meeting:

Subcontracting and the assignment of any part of the contract requires the Town's advance written consent.

There will be a Pre-Bid meeting at 10AM on Monday, February 11, 2016 starting at the Town Hall.

8. Sales Tax:

This work is exempt from certain sales/use taxes and the contract amount excludes such taxes, but includes all other taxes.

9. Bid Comparison

Bids will be compared on the basis each item on the bid form. In the event there is a discrepancy between any figures written in words and written numerically, the price written in words shall govern. The Town reserves the right to waive any irregularities or informalities, or to reject part of any or all bids.

10. Bid Quantities

The Town reserves the right to increase or decrease any item in this contract they deem to be in the best interest of the Town.

11. Method of Award - Lowest Qualified Bidder:

It is the Town's intention to award the contract or contracts based on the lowest bid price for each item which has been submitted by a qualified responsible bidder. If such bids exceed the funds available, the Town may reject any or all bids.

12. Non Performance

If work under this contract is not adequately being performed as determined by the Recreation Director, this contract can be terminated upon 15 days written notice.

13. Notice to Proceed:

Contractor shall not proceed with any work under this agreement, for which work the Contractor is contemplating claiming reimbursement, until Contractor has received an executed contract in form satisfactory to the Town, and a Notice to Proceed from the Town.

14. Insurance Requirements Of NYS Workers' Compensation Board:

Before the Town enters into agreement with the Contractor, he/she must submit proof that he/she has obtained liability insurance coverage meeting the Town's insurance standards, and the required workers' compensation and disability benefits coverage or that it is not required to provide compensation/disability such coverage.

Proof of required workers' compensation coverage is demonstrated when the following forms are provided:

- Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation Insurance Has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance carrier and/or the Worker's Compensation Board.
- Form DB-155 (Compliance with Disability Benefits Law), may be submitted by self-insured employers under the Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.

Please note that it is acceptable of employers insured by the State Insurance Fund to submit the Fund's computer generated certificate of insurance as proof of coverage, in place of prescribed Form C-105.2.

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

15. Prevailing Wage Rates

Prevailing wage rates apply to all work under this contract. Contact the NYS Department of Labor for more information.

TECHNICAL SPECIFICATIONS

Bid Item 1 - Mowing of town parks and other facilities

1. Locations: Work under this contract item will be performed in the following locations in the Town of Poughkeepsie.

Park/Area Name:	Location:	Approx. Acreage
Carriage Hill	4 Old Silvermine Pl	0.3
Country Club Estates	37 Kerr Rd	0.1
Crestwood	27 Crestwood Blvd	2.4
Crown Heights	34 Nassau Rd	5.0
Fairview	113 Fairview Ave	1.1
Greenvale	2260 New Hackensack Rd	20.3
Hagantown	40 Millbank Rd	1.7
Hillis	32 Hampton Rd	1.5
New Hamburg	34 Main St., New Hamburg	2.1
Overocker	127 Overocker Rd	2.2
Peach Hill (Entrance)	34 Edgewood Dr	0.3
Pine Echo	25 Corrine Dr	0.8
Red Oak Mill	11 Alda Dr	4.7
Riverfront	11 River Rd., New Hamburg	0.5
Riverview	44 DelBasso Dr	1.3
Rochdale	166 ½ Rochdale Rd	1.9
Sheafe	379 Sheafe Rd	2.5
Stanley Still	48 Jackson Rd	8.2
Sunnyside	13 Lori St	1.0
Townsend	25 Caroline Ave	1.0
Field Court Median	Field Court	0.8
Dutchess Rail Trail Parking	Overocker Rd	0.3

The Contractor shall execute the entire work described as follows:

1. General

The contractor will mow and trim the above list of parks commencing on or before April 1 and continuing through November 30. The contractor will perform his services Monday-Friday, weather permitting. The contractor will not begin work until 7:00 am or finish after 4:00 pm and will not work on any property Saturdays or Sundays unless authorized by the Town of Poughkeepsie. The Recreation Department will perform site visits to the properties in order to ensure the work is being properly performed as outlined in this contract.

2. Spring and Fall Cleanup

The contractor will remove all leaves and debris. This will be inclusive of and until the end of Fall and all leaves have fallen. The leaves may be disposed of at the town facility.

3. Landscaping (Mowing and Trimming)

- All areas are to be mowed and trimmed at least once per week or as needed throughout the season (as determined by the Recreation Department).. Lawns must be mowed in a direction so as to avoid damage to cars and buildings.

2016 Mowing and Median Bid Packet

- Grass is to be maintained to 2.0 inches. The contractor cannot allow grass to be higher than 2.5 inches unless so directed by the Recreation Director.
- All areas that can not be mowed (fence lines, around park equipment, under bleachers, etc.) must be kept trimmed.
- All areas will require catching if heavy grass clipping accumulation occurs.
- All grounds will be cleared of leaves, limbs, trash and any other debris prior to mowing.. Debris must be removed from the facilities and not dumped in or around any wetlands.
- Greenvale Park will be cut on Wednesdays. Red Oaks Mills, Crestwood and Stanley Still Parks will be cut in the later part of the week. Stanley Still Park and the Greenvale Soccer fields occasionally require a second cutting to maintain the required cut height. This cutting is to be included in the base bid price.

Basis of Payment: The monthly item price shall include all material, equipment and labor necessary for described work. There will be eight monthly payments (April-November). They will be made at the end of the month for the work completed during the month.

Bid Item 2 – Mowing of town buildings

Area Name:	Location:	Approx. Acreage
Police/Building	17 Tucker Dr	0.8
Town Hall	1 Overocker Rd	2.0
Town Senior Center	14 Abe's Way	0.6

1. General

The contractor will mow and trim the above list of properties commencing on or before April 1 and continuing through November 30. It is preferred that the contractor not begin work until after 4:00 pm on weekdays or anytime after 8:00 am on weekends. The Recreation Department will perform site visits to the properties in order to ensure the work is being properly performed as outlined in this contract

2. Spring and Fall Cleanup

The contractor will remove all leaves and debris. This will be inclusive of and until the end of Fall and all leaves have fallen. The leaves may be disposed of at the town facility.

3. Landscaping (Mowing and Trimming)

- All areas are to be mowed and trimmed at least once per week. Lawns must be mowed in a direction so as to avoid damage to cars and buildings. Grass is to be maintained to 2.0 inches,
- All areas will require catching if heavy grass clipping accumulation occurs. All grounds will be cleared of leaves, limbs, trash and any other debris. Debris must be removed from the facilities and not dumped in or around any wetlands.
- All areas that can not be mowed (fence lines, around park equipment, under bleachers, etc.) must be kept trimmed.

Basis of Payment: The monthly item price shall include all material, equipment and labor necessary for described work. There will be eight monthly payments (April-November). They will be made at the end of the month for the work completed during the month.

Bid Item 3 - Ongoing clean up and weed removal to be performed along Route 9 (from Sharon Drive to Spackenkill Road) and Route 55 (from Burnett Boulevard to the Wappingers Creek) in the Town of Poughkeepsie.

Description: The contractor will provide ongoing clean up of debris and removal of weeds from the median planting beds and median brick pavers on both highways and the sidewalk pavers on Route 55. The work would include the physical removal of weeds and/or spraying herbicides and pruning overgrown plants. Any plants growing over the brick pavers on Route 9 will be pruned so that they do not grow outside of the planting beds. The work includes all labor and material to remove debris and weeds. Debris includes trash, accumulated sand, leaves, dead plants and weed species.

This ongoing work is to be initially accomplished during the month of March on the 15th and 30th and repeated monthly on the 15th and 30th thereafter through October. If the weather on the specified days is inclement or that day falls on a weekend or a holiday, the work shall be performed on the next weekday.

The contractor is responsible for obtaining a New York State Department of Transportation work permit. All above work shall be in accordance with all applicable regulations and requirements of the permit. You must provide a copy of the permit to the Town of Poughkeepsie prior to commencing work.

The Contractor shall be responsible to provide traffic maintenance and protection as required by the New York State M.U.T.C.D. to carry out the work as described. The Contractor shall also provide sufficient protection for pedestrian traffic.

If herbicides are used the contractor is responsible for being licensed to apply said herbicide and to follow all laws in force concerning such application. The contractor is required to provide copies of MSDS sheets and application licenses to the town.

Basis of Payment: The monthly item price shall include all material, equipment and labor necessary for described work. There will be eight monthly payments (March-October). They will be made at the end of the month for the work completed during the month.

Bid Item 4 - Mowing of Spackenkill School District Facilities

This item is being bid for the Spackenkill School District. If accepted, it will be awarded by the school district.

1. Locations: Work under this contract item will be performed in the following locations in the Town of Poughkeepsie.

<u>Facility Area Name:</u>	<u>Location:</u>	<u>Approx. Acreage</u>
Hagan School	42 Hagan Drive	5.9
High School	112 Spackenkill Road	15.7
Martha Lawrence School	23 Spackenkill Road	2.5
Nassau School	7 Nassau Road	6.5
Todd Middle School	11 Croft Road	12.8
Total		43.4

2016 Mowing and Median Bid Packet

The Contractor shall execute the entire work described as follows:

1. General

The contractor will mow and trim the above list of parks commencing on or before April 1 and continuing through November 30. The contractor will perform his services Monday-Friday, weather permitting. The contractor will not begin work until 7:00 am or finish after 4:00 pm and will not work on any property Saturdays or Sundays unless authorized by the School District. The Buildings and Grounds Department will perform site visits to the properties in order to ensure the work is being properly performed as outlined in this contract.

2. Spring and Fall Cleanup

The contractor will remove all leaves and debris. This will be inclusive of and until the end of Fall and all leaves have fallen. The leaves may be disposed of at the town facility.

3. Landscaping (Mowing and Trimming)

- All areas are to be mowed and trimmed at least once per week or as needed throughout the season (as determined by the Buildings and Grounds Department).. Lawns must be mowed in a direction so as to avoid damage to cars and buildings.
- Grass is to be maintained to 2.0 inches. The contractor cannot allow grass to be higher than 2.5 inches unless so directed by the Recreation Director.
- All areas that can not be mowed (fence lines, around park equipment, under bleachers, etc.) must be kept trimmed.
- All areas will require catching if heavy grass clipping accumulation occurs.
- All grounds will be cleared of leaves, limbs, trash and any other debris prior to mowing.. Debris must be removed from the facilities and not dumped in or around any wetlands.

Basis of Payment: The monthly item price shall include all material, equipment and labor necessary for described work. There will be eight monthly payments (April-November). They will be made at the end of the month for the work completed during the month.

Special Conditions

- a) **Notification** – Prior to all work under this Contract, the Recreation Director shall be notified 48 hours in advance.
- b) **Permits** – The Contractor is responsible to obtain and maintain for the duration of the contract any required permit for the work under this contract.
- c) **Traffic Control** – The Contractor shall be responsible to provide traffic maintenance and protection as required by the New York State M.U.T.C.D. to carry out the work as described. The Contractor shall also provide sufficient protection for pedestrian traffic.
- d) **Herbicide Use** – any use of herbicides requires prior notification and approval by the Recreation Department. Such use will be in compliance with all regulations of the NYS Department of Environmental Conservation including necessary licensing, permits and signage.
- e) **Inspections** – The Town Recreation Department will be making periodic inspections of the work.
- f) **Stop Work** – In the event the Town observes, during its inspection that these rules are not being followed, the Contractor will be ordered to stop the work until proper precautions are in place.

VII CONTACT INFORMATION

Items 1,2 and 3

Tom Meyering CPRP
Park Facilities and Programs Director
O (845) 485-3628
F (845) 485-3616

Poughkeepsie Town Hall
One Overocker Road
Poughkeepsie, New York 12603

tmeyering@townofpoughkeepsie-ny.gov

Item 4

Michele S. Moloney
School Business Manager
O (845) 463-7800
F (845) 463-7804

Spackenkill Union Free School District
15 Croft Road
Poughkeepsie, New York 12603

michele.moloney@sufsdny.org

BID FORM – Items 1, 2 and 3

TO: The Town Board of the Town of Poughkeepsie.

In compliance with your Advertisement for Bids, published in the Poughkeepsie Journal Information for Bidders, and technical specifications, the undersigned proposes and agrees as follows:

- 1. To furnish all the equipment, and incidentals, and to furnish labor and do all the work required, to construct, furnish, and complete the following:***
 - Item 1 - Mowing of town parks and other facilities***
 - Item 2 – Mowing of town buildings***
 - Item 3 - Ongoing clean up and weed removal to be performed along Route 9 (from Sharon Drive to Spackenkill Road) and Route 55 (from Burnett Boulevard to the Overlook Road) in the Town of Poughkeepsie.***

and associated work in accordance with the prices so named in this bid in a worker like manner, in accordance with the plans and specifications, all of which are a part of the contract hereto annexed; and

- To perform additional services as to each item at the rates proposed, if requested by the Town.***

The Town reserves the right to select those items, combination of items or no items.

- 2. To complete all the work as specified, during the monthly intervals on which this bid is based, after the starting date specified in the Town's Notice to Proceed.***
- 3. To furnish the Town within five (5) calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, a statement of qualifications.***
- 4. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.***
- 5. To comply with the Davis-Bacon Act and other federal labor standards or provisions and to pay New York State prevailing wage rates applicable to this contract.***

In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done. He/she has examined the plans and specifications for the work and the contract documents relating thereto, has read all addenda furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.

If the undersigned fails to perform any of the promises made herein, the certified check, which is herewith deposited with the Town Clerk, will be paid to the Town of Poughkeepsie or payment of the bond herewith deposited will be enforced for the benefit of the Town of Poughkeepsie as liquidated damages for such default; otherwise the check or bond will be returned to the undersigned.

ADDENDA:

Receipt of the following addenda (if any) is hereby acknowledged:

	<u>DATE</u>	<u>SIGNATURE</u>
ADDENDUM NO. 1	_____	_____
ADDENDUM NO. 2	_____	_____

- *Item 1 - Mowing of town parks and other facilities*
- *Item 2 – Mowing of town buildings*
- *Item 3 - Ongoing clean up and weed removal to be performed along Route 9 (from Sharon Drive to Spackenkill Road) and Route 55 (from Burnett Boulevard to the Overlook Road) in the Town of Poughkeepsie.*

<i>ITEM NO.</i>	<i>2016</i>		<i>2017</i>		<i>TWO YEAR TOTAL (2016 Year Total + 2017 year Total)</i>
	<i>2016 MONTHLY PRICE IN FIGURES (8 Months)</i>	<i>2016 YEAR TOTAL</i>	<i>2017 MONTHLY PRICE IN FIGURES (8 months)</i>	<i>2017 YEAR TOTAL</i>	
<i>Item 1</i>					
<i>Item 2</i>					
<i>Item 3</i>					

- *The bidder proposes to perform Item 1 - Mowing of town parks and other facilities as required in accordance with the Contract Documents for the two year total sum of:*

_____ , \$ _____
(in writing) *(and figures)*

- *The bidder proposes to perform Item 2 – Mowing of town buildings as required in accordance with the Contract Documents for the two year total sum of:*

_____, \$ _____
(in writing) (and figures)

- *The bidder proposes to perform Item 3 - Ongoing clean up and weed removal to be performed along Route 9 (from Sharon Drive to Spackenkill Road) and Route 55 (from Burnett Boulevard to the Wappingers Creek) in the Town of Poughkeepsie as required in accordance with the Contract Documents for the two year total sum of:*

_____, \$ _____
(in writing) (and figures)

- *The bidder proposes to perform additional mowing and trimming with necessary equipment for the sum of \$ _____ per hour.*

Dated: _____, 2016

SIGN BID HERE

Authorized Signature _____
Title

Print Name

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

IV CERTIFICATION OF NON-COLLUSION BY BIDDER

The undersigned represents that pursuant to Sections 103-a and 103-b of the General Municipal Law of the State of New York, no person referred to in the attached proposal who is the bidder or who is or was a member, partner, director or officer of the bidding firm or entity under this proposal has refused to sign a waiver of immunity or to answer any relevant questions relating to any transaction or contract with the State of New York, any political subdivision thereof, or any public authority, during the period of five years prior to the date hereof. The undersigned agrees that any contract awarded as a result of this bid may be canceled without penalty upon the grounds set forth in Sections 103-a and 103-b of the said General Municipal Law of the State of New York. The names and addresses of all persons and parties interested in the foregoing bid are as follows:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;*
- 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and*
- 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.*

A bid shall not be considered for award nor shall any award be made where 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 1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one.

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 this 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.

_____ _____
Authorized Signature *Title*

_____ *Print Name*

Legal Company Name _____

V BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS: that

**Insert Bidder's Name _____
as Principal; and**

**Insert Surety's Name (if a bond as opposed to a Certified or Bank check is provided)

as Surety, are hereby held**

and firmly bound unto the Town Board, Town of Poughkeepsie, New York in the amount of:

Two Thousand Five Hundred Dollars (\$2,500.00)

for the payment whereof Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____ 2016.

WHEREAS,

The condition of the above obligation is such that, whereas the Principal has submitted to the Town Board a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the "Median Maintenance" in the Town of Poughkeepsie, New York, as shown and specified in the contract, plans and specifications.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate**
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract Agreement in the form attached hereto (properly completed in accordance with said Bid) and furnish such performance bond and labor and material payment bond as required,**

then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal of Principal if a Corporation)

PRINCIPAL

By: _____

(Corporate Seal of Surety Co.)

(Officer's/Partner's/Individual's) signature

(Officer's/Partner's/Individual's) name printed

(Corporation/Partnership/Individual) name printed

STATE of _____)

COUNTY of _____) *ss:*

On this _____ day of _____, 20I ____.
before me personally came _____ to me known and known
to me to be the person described in and who executed the foregoing _____ instrument, and he/she
duly acknowledged that he/she executed the same.

Notary Public, _____ County

No. _____ Term Expires _____