

# **REQUEST FOR BIDS**

## **Town of Southeast Parks & Facilities Lawn Maintenance Services for 2026 - 2028 (Contract ID# 2026-1)**

### **TOWN OF SOUTHEAST, NEW YORK**



1360 Route 22  
Brewster, NY 10509  
845-279-2196

#### **Town Supervisor**

Nick Durante

#### **Town Board**

Eric Cyprus

Eric Larca

Wendy Lewis

Alex Mazzotta

#### **Town Clerk**

Kathleen Chiudina

#### **Town Attorney**

Will Stephens

## LEGAL NOTICE TO BIDDERS

The Town of Southeast is accepting bids for lawn maintenance services for Town of Southeast owned/managed parks and facilities for the maintenance period spanning 2026 through 2028. A detailed list of these facilities and their maintenance needs can be found within the complete bid package. Beginning on January 29, 2026, bid packages may be obtained at the Office of the Town Clerk, Town of Southeast, 1360 Route 22, Brewster, NY 10509 or on our website at [www.southeast-ny.gov](http://www.southeast-ny.gov) (on the Town Clerk's page).

- I. **Receipt:** **The Town will accept bids on or before February 25, 2026 at 11:00 a.m.**, at the Town Clerk's Office, Town of Southeast, 1360 Route 22, Brewster, NY 10509. Using the forms included in the big package, bids are to be submitted in a sealed envelope marked with "Bid for Town of Southeast Parks & Facilities Lawn Maintenance Services" and your company name on the front. **IMPORTANT NOTE:** a digital copy of your bid stored on a USB thumb drive must be submitted along with the paper copy.
- II. **Pre-Bid Site Walk:** It is recommended that prospective bidders visit the properties with a town employee during normal business hours. Site walks can be scheduled by calling the Recreation, Parks & Facilities office at 845-279-3915.
- III. **Questions Pertaining to Bid Package:** Questions may be asked but must be submitted in writing to Town Clerk Kathy Chiudina via e-mail to [kchiudina@southeast-ny.gov](mailto:kchiudina@southeast-ny.gov). Inquiries submitted to the Town of Southeast must reference the page and section of the bid document in question. Questions must be submitted at least 48 hours before the time of the aforementioned bid opening.
- IV. **Terms of Contract:** Following Town Board approval, this contract shall commence on **April 1, 2026 and will conclude on November 30, 2028.**
- V. The contractor awarded this job is required to complete and submit all necessary items listed below before a contract can be entered into. Note that no proposal shall be considered binding upon the Town of Southeast until the execution of a contract.
  - a. All required insurance documentation;
  - b. Signed Standard Town Services Agreement;
  - c. Signed Contractor's Affidavit regarding the Town of Southeast's Local Law No. 3, requiring companies doing business with the Town to certify compliance with federal law with respect to lawful hiring of employees;
  - d. Signed Non-Collusive Bidding Certificate, pursuant to Section 103d of the General Municipal Law of the State of New York;
  - e. Signed agreements by which the selected contractor will enter into a contract with the Town of Southeast.
- VI. The contractor awarded this contract is required to pay their employees the current prevailing rate of wage as defined in section 220 of the New York Labor Law, Schedule of Wage Rates, where applicable. Complete details can be found within the bid package.

**Kathleen Chiudina**  
Town Clerk  
Town of Southeast

## SCOPE OF WORK

The services called for under this section are to provide all labor, materials, equipment, and licenses to perform the lawn maintenance at all listed locations. All employees working on site performing these services must be properly trained before coming on site and must demonstrate to the Town that they can perform the services.

### **WORK LOCATIONS**

In coordination with selected contractor, Parks & Facilities staff will create a service schedule (including appropriate times of day for service) based on facility usage schedules and other activities that may be taking place at the various service locations. Contractor is responsible for following that schedule and should changes be necessary (weather-related or otherwise), the contractor is responsible for notifying the Parks & Facilities office. A \$100 penalty per occurrence will be assessed to the invoice for that period if notification is not given.

The locations below are split into five segments, all of which are separate contracts. Bid submissions and invoices must reflect these segments as shown.

#### **❖ PUBLIC PARKS**

##### **Markel Park**

*Service Address:* 531 North Main Street, Brewster, NY 10509

*Service Area:* 2 baseball/softball fields; all common areas

*Service Frequency:* Twice weekly from April 1 to June 30; once weekly from July 1 to November 30

##### **Scolpino Park**

*Service Address:* 115 Doansburg Road, Brewster, NY 10509

*Service Area:* 2 baseball/softball fields; all other common areas inside and outside of park fencing

*Service Frequency:* Twice weekly from April 1 to June 30; once weekly from July 1 to November 30

##### **Castle Park & Town Beach @ Tonetta Lake**

*Service Address:* 140-146 Pumphouse Road, Brewster, NY 10509

*Service Area:* all park spaces and fields; all other common areas; beach area and lakefront space

*Service Frequency:*

*Castle Park:* twice weekly from April 1 to June 30; once weekly from July 1 to November 30

*Town Beach:* once weekly from April 1 to November 30

*NOTE:* from roughly June 20 through Labor Day, beach areas must be completed before 8:30a

##### **Volunteer Park**

*Service Address:* 67 Zimmer Road, Brewster, NY 10509

*Service Area:* 2 baseball fields; all common areas inside and outside of park fencing

*Service Frequency:* Twice weekly from April 1 to June 30; once weekly from July 1 to November 30

##### **Lakeview Manor Senior & Community Center**

*Service Address:* 215 Shore Drive, Brewster, NY 10509

*Service Area:* all common areas inside and outside of property fencing

*Service Frequency:* once weekly from April 1 to November 30

##### **Electrazone Park & Southeast Veterans Monument**

*Service Address:* Railroad Ave & Morningthorpe Ave, Brewster, NY 10509

*Service Area:* large playing field; all common areas around and between pavilion and monument

*Service Frequency:* once weekly from April 1 to November 30

#### **❖ TOWN BUILDINGS & LAWN AREAS**

All town buildings and lawn areas have a service frequency of once weekly from April 1 to November 30.

##### **Town Hall & Town Courthouse**

*Service Address:* 1360 Route 22, Brewster, NY 10509

*Service Area:* front lawn; back lawn, various areas around lots, driveways and building

*NOTE:* must be completed before 8:30a

## SCOPE OF WORK

### **Town Hall Annex**

Service Address: 1 Main Street, Brewster, NY 10509

Service Area: lawn adjacent to building

### **Southeast Civic Center**

Service Address: 67 Main Street, Brewster, NY 10509

Service Area: parking lot; lawn areas

*NOTE:* must be done Monday through Wednesday only

### **Flag Pole Lawn**

Service Address: Intersection of Route 22, Route 6 and Sodom Road, Brewster, NY 10509

Service Area: lawn surrounding flagpole

### ❖ **MTA SOUTHEAST STATION PARKING LOT**

Service Address: 1 Independent Way, Brewster, NY 10509

Service Area: borders of parking lot; various islands in lot (lot to the right of Independent Way only)

Service Frequency: once weekly from April 1 to November 30

*NOTE:* The Town's management of this property may cease at some point during the contract period and therefore the Town reserves the right to terminate the contract specifically for the MTA Southeast Station Parking Lot at any time. In this case, ample notice will be given to the contractor.

### ❖ **CEMETERIES**

All cemeteries have a service area of the entire cemetery and a service frequency of twice monthly from April 1 to November 30.

#### **Brush Hollow Cemetery**

Service Address: 3814 Danbury Road, Brewster, NY 10509

#### **Drewslift Cemetery**

Service Address: Deans Corner Road, Brewster, NY 10509

#### **Haines Cemetery**

Service Address: 3918 Danbury Road, Brewster, NY 10509

#### **Methodist Cemetery**

Service Address: 772 Route 22, Brewster, NY 10509

### ❖ **BLACKBERRY PARK DISTRICT PROPERTIES**

#### **Blackberry Pool & Park Complex**

Service Address: 6 Village Drive, Brewster, NY 10509

Service Area: areas around basketball and tennis courts, playground, pool; parking lot and entrance

Service Frequency: once weekly from April 1 to November 30

*NOTE:* from roughly June 20 through Labor Day, must be completed before 9:00a

#### **Open Field**

Service Address: 21 Scott Place, Brewster, NY 10509

Service Area: grass field

Service Frequency: twice monthly from April 1 to November 30

## **DUTIES & RESPONSIBILITIES**

### ❖ **PUBLIC PARKS**

The Contractor will provide sufficient equipment, fuel, and labor to complete weekly mowing of all grass areas and fields within each park. Lawn areas must be mowed to a height of no greater than 3"; ball fields must be mowed to a height no greater than 2.5". It is required that the Contractor use a walk behind mower to mow

## SCOPE OF WORK

the areas that are steep slope sections. This is to eliminate the rutting, scalping and tears of the grass from the weight of the equipment and tires. All grass must be mowed away from the clay areas. Additionally, each week fence-lines (all sides), walkways, buildings and other areas inaccessible with a lawn mower must be trimmed with a string trimmer. During the course of work, the Contractor must clear or remove tree limbs and/or debris (including trash and clumped grass clippings) from the work area. All non-grass areas (i.e. concrete, asphalt and mulch areas) must be cleared from any grass after mowing and trimming is completed. Leaf blowers are suggested to do cleaning.

### ❖ TOWN BUILDINGS & LAWN AREAS

The Contractor will provide sufficient equipment, fuel, and labor to complete weekly mowing of all grass areas. Lawn areas must be mowed to a height of no greater than 3". It is required that the Contractor uses a walk behind mower to mow the areas that are steep slope sections. This is to eliminate the rutting, scalping and tears of the grass from the weight of the equipment and tires. All grass must be mowed away from the flower beds and asphalt parking areas. Additionally, each week fence-lines (all sides), walkways, buildings and other areas inaccessible with a lawn mower must be trimmed with a string trimmer. During the course of work, the Contractor must clear or remove tree limbs and/or debris (including trash and clumped grass clippings) from the work area. All non-grass areas (i.e. concrete, asphalt and mulch areas) must be cleared from any grass after mowing and trimming is completed. Leaf blowers are suggested to do cleaning.

### ❖ MTA SOUTHEAST STATION PARKING LOT

The Contractor will provide sufficient equipment, fuel, and labor to complete bimonthly (once every two weeks, 17 cuts) mowing of all grass areas within and surrounding the parking lot and lawn areas. Additionally, fence-lines (all sides), walkways and areas inaccessible with a lawn mower must be trimmed with a string trimmer no less than 6 feet from the curb of the parking area. During the course of work, the Contractor must clear or remove tree limbs and/or debris (including trash and clumped grass clippings) from the work area. All non-grass areas (i.e. concrete, asphalt and mulch areas) must be cleared from any grass after mowing and trimming is completed. Leaf blowers are suggested to do cleaning.

### ❖ CEMETERIES

The Town of Southeast outsources the maintenance of the Brush Hollow Drewsclift, Haines, and Methodist cemeteries on an annual basis. The Town maintains an agreement with the Contractor providing the lowest cost proposal while meeting the qualifications for the work. The overall goal of the lawn maintenance program is to maintain a park-like setting within each cemetery. Regular maintenance is necessary to achieve this goal. Therefore, our contract specifies that each area be cut every other week (16 cuts) between April 1st and November 30th. All mowing must be completed within 5 days of the scheduled date. The Contractor shall maintain a daily log which documents dates work is completed.

During the course of completing lawn maintenance services, the Contractor is responsible for removal of incidental debris from the lawn area. Additionally, fence-lines (all sides), walkways and areas inaccessible with a lawn mower must be trimmed with a string trimmer each week. During the course of work, the Contractor must clear or remove tree limbs and/or debris from the work area. If the level of cleanup is severe, the Contractor shall notify the Town that additional services are required. Authorizations for additional services are required prior to the performance of additional work.

Where lawn areas do not require mowing due to lack of rain, drought, etc., the Contractor will perform alternate work at the cemeteries. If additional cuts are needed due to excess rain, the Contractor will be compensated for the extra service at the weekly bid rate.

Descriptions of cemetery service areas are as follows:

**Drewsclift** - the graveyard is approximately 1.70 acres in size. The perimeter is lined with stone walls. The area within the stone walls will be maintained as lawn where possible. Where grave markers, headstones, monuments, and plantings prohibit maintenance by lawn mower, a monthly trimming with a weed trimmer will be completed.

## SCOPE OF WORK

**Methodist** - the graveyard is approximately 2 acres in size. The perimeter is lined with stone walls, fencing, and asphalt. The area within the stone walls will be maintained as lawn where possible. Where grave markers, headstones, monuments, and plantings prohibit maintenance by lawn mower, a monthly trimming with a weed trimmer will be completed.

**Haines** - the graveyard is approximately 0.05 of an acre in size. The perimeter is lined with stone walls. The area within the stone walls will be maintained as lawn where possible. Where grave markers, headstones, monuments, and plantings prohibit maintenance by lawn mower, a monthly trimming with a weed trimmer will be completed.

**Brush Hollow** - the graveyard is approximately 1/10 of an acre in size. The perimeter is lined with stone walls. The area within the stone walls will be maintained as lawn where possible. Where grave markers, headstones, monuments, and plantings prohibit maintenance by lawn mower, a monthly trimming with a weed trimmer will be completed.

### ❖ BLACKBERRY PARK DISTRICT PROPERTIES

The Contractor will provide sufficient equipment, fuel, and labor to complete weekly mowing of all grass areas the park. Lawn areas must be mowed to a height of no greater than 3". It is required that the Contractor use a walk behind mower to mow the areas that are steep slope sections. This is to eliminate the rutting, scalping and tears of the grass from the weight of the equipment and tires. All grass must be mowed away from the pool area. Additionally, each week fence-lines (all sides), walkways, buildings and other areas inaccessible with a lawn mower must be trimmed with a string trimmer. During the course of work, the Contractor must clear or remove tree limbs and/or debris (including trash and clumped grass clippings) from the work area. All non-grass areas (i.e. concrete, asphalt and mulch areas) must be cleared from any grass after mowing and trimming is completed. Leaf blowers are suggested to do cleaning.

In addition to the above requirements for this facility, the following work should be bid as a separate cost: a spring cleanup on or about April 1st, a fall cleanup on or about November 30th.

In addition, the contractor will provide bimonthly mowing of the field off Scott Place. This area will have a separate bid price but will be included in the same contract as the Blackberry Pool/Park. During the course of work, the Contractor must clear or remove tree limbs and/or debris (including trash and clumped grass clippings) from the work area.

## **TERMS & CONDITIONS**

### **GENERAL TERMS & CONDITIONS**

**❖ WITH RESPECT TO THE SUBMISSION OF BIDS AND THE REQUIREMENTS FOR ENTERING INTO CONTRACT WITH THE TOWN OF SOUTHEAST, ALL BIDDERS SHOULD MAKE NOTE OF THE FOLLOWING TERMS & CONDITIONS:**

- All responses to this request for bids become the property of the Town of Southeast.
- This bid is not to be construed as a contract to purchase goods or services.
- Prospective bidders are responsible for their own expenses in preparing their bid and subsequent negotiations with the Town of Southeast, if any.
- Prospective bidders must be duly licensed and permitted by the State of New York, County of Putnam, and Town of Southeast as needed to perform the services outlined below.
- The contractor must have 3 years of experience in all bid areas and must be able to provide related references that reflect the quality of their work. A list of three (3) references for comparable work is required.
- All recipients of this bid package who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document. The Town of Southeast shall not be held responsible for notifying prospective proposers who have not returned the Receipt Confirmation Form.
- While the Town has used considerable efforts to ensure an accurate representation of information in this bid, all prospective proposers are urged to conduct their own investigations into the material facts, and the Town shall not be held liable or accountable for any error or omission in any part of this bid. The failure to perform site visits or examine any facility, delineation of required work area or document shall in no way relieve any bidder from any obligation in respect to his/her bid.
- The Town of Southeast reserves the right to waive any or all informalities in submitted proposals, to reject any or all proposals, and reserves the right to accept proposals which it deems most favorable to the interests of the Town of Southeast. Furthermore, the Town is not bound to accept the proposal with the lowest price.
- Contractors are advised not to make changes to the proposal form, such as conditions, qualifications, limitations or provisions, as they may render their submission informal, which can be considered reason for rejection.
- All the terms and conditions of this bid are deemed to be accepted by the proposer and incorporated in its bid, except those conditions and provisions that are expressly excluded by the proposer's bid.
- No contractor may withdraw his/her proposal within 45 days of the actual date of the aforementioned bid opening. For the purpose of reviewing all proposals, the Town of Southeast may hold proposals for a period not to exceed 45 days from the aforementioned bid opening.
- No changes to the wording of the bidder's proposal will be accepted after submission unless requested by the majority of the Town Board.
- All Town of Southeast expenditures are subject to appropriation of funds. Therefore, the Town of Southeast reserves the right to discontinue the bid process if funding is not available.
- The Town reserves the right to award a contract in part or full, or not at all, on the basis of responses received.
- The successful bidder must demonstrate financial stability, and the Town of Southeast reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting bids.

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- If a contract cannot be negotiated within thirty (30) days of notification to the designated proposer, the Town of Southeast may terminate negotiations with that bidder and negotiate a contract agreement with another bidder of its choice.
- Unless there is a successful bidder based on the responses, the evaluation procedure will identify all proposers capable of providing a solution based on the written bids and then a “Competitive Range” based on the cost of bids. All bidders deemed capable of providing a solution and within the “Competitive Range” will be further evaluated and may be requested to make formal oral presentations.
- The Town shall have the option of extending any contract, subject to approval of funding and review of the services provided by the Contractor, for three (3) additional one (1) year terms to be extended one (1) year at a time. Contracts are extended upon mutual agreement of both the Contractor and the Town. The Town of Southeast will not consider contract extensions which include an increase in price above the contractually agreed upon yearly price increase rate.

❖ **WITH RESPECT TO ALL WORK CARRIED OUT UNDER THIS CONTRACT, ALL BIDDERS SHOULD MAKE NOTE OF THE FOLLOWING TERMS & CONDITIONS:**

- The contractor must follow all specifications outlined within the bid package and all contracts.
- The contractor is liable for any damage to the facility including landscaping, structure, fencing, concrete decking, pool equipment, club house facilities and driveway surface. Repair will be required to previous or better condition. In the event repair is not completed to satisfactory condition or the contractor refuses to complete any repair, the repair will be completed and deducted from the balance of the contract price.
- The contractor will comply with the safety standards provisions of applicable laws and codes and always exercise every precaution for the prevention of accidents and the protection of people (including employees, visitors and residents) and property.
- Perform work at normal workday times that will not create a conflict with residential quality of life and is in accordance with town code. The weekly work period will run from Monday through Friday (work shall not be performed on Sundays or holidays).
- In coordination with selected contractor, Parks & Facilities staff will create a service schedule (including appropriate times of day for service) based on facility usage schedules and other activities that may be taking place at the various service locations.
  - Contractor is responsible for following that schedule and should schedule changes be necessary (weather-related or otherwise), the contractor is responsible for notifying the Parks & Facilities office. A \$100 penalty per occurrence will be assessed to the invoice for that period if notification is not given.
  - The Contractor is responsible for adjusting the schedule so that weather does not create a large impact or conflict with performance of the contract.
- The contractor is responsible for having all the equipment necessary to perform any and all duties of the scoped work. Any tool purchases or rentals, or damage to any owned, rented or used equipment, is the responsibility of the contractor.
- The contractor will not store any equipment on the property without written communication and approval from the Director of Parks & Recreation. If the contractor does decide to leave any equipment of any type on the premises, the contractor will be responsible for the condition. The Town will not be held accountable for any damage or theft of any contractor equipment.
- Contractors must communicate to the Parks & Facilities office if they find damage to any facility. They are to notify the Parks & Facilities office within 24 hours if they find any large debris or similar that requires

## **TERMS & CONDITIONS**

the attention of Parks & Facilities staff. Contractor is responsible for moving all small branches and debris that can be tended too with reasonable effort before mowing or trimming.

- The contractor understands that any omission of details to minor work required to perform the scope of work does not relieve the contractor of the responsibility and obligation to perform such duties to complete the work outlined.
- Contractor shall comply with all Federal Regulations, Safety and Health Regulations.

### **❖ ALL BIDDERS SHOULD MAKE NOTE OF THE FOLLOWING MISCELLANEOUS TERMS AND CONDITIONS:**

- No part of the work outlined in this bid may be subcontracted without prior written consent from the Supervisor after the major approval of the Town of Southeast, Town Board.
- There are no bonds required for this contract.

### **INSURANCE REQUIREMENTS**

- The contractor shall procure and maintain, at his/her expense, policies of insurance issued by a company or companies satisfactory to the Town of Southeast as described below:
  - Statutory Worker's Compensation coverage, in compliance with the Compensation Law of the state of New York.
  - General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$2,000,000.00. This insurance shall include coverage for bodily injury and property damage in the amount of \$1,000,000.00. The Town of Southeast must be listed as additional named insured.
  - Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage. The Town of Southeast must be listed as additional named insured.
  - Disability Insurance in accordance with State of New York requirements.
- All policies and certificates of insurance of the Contractor shall contain the following clauses:
  - Town of Southeast is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Southeast (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
  - The Clause "other insurance provisions" in a policy in which the Town of Southeast is named as an additional insured, shall not apply to the Town of Southeast.
  - The insurance companies issuing the policy or policies shall have no recourse against the Town of Southeast (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

### **PREVAILING WAGE**

- Prevailing wage rates and payroll transcript records:

## TERMS & CONDITIONS

- Awarded contractor will be required to adhere to NYS Department of Labor prevailing wage schedules in paying wages to employees.
- The prevailing wage schedules in effect at the time of the contract execution shall be those used by awarded contractor.
- Section 220-3-a of the New York State Labor Law:
  - Pursuant to Section 220-3-a of the NYS Labor Law, the successful contractor to whom the Town of Southeast awards the contract performing work under said contract, shall submit to the Town of Southeast Town Clerk's Office a transcript of its original payroll records within thirty (30) days of the issuance of the contract, or within five (5) days of first entering the work site, whichever occurs first.
  - Thereafter the contractor shall submit certified payroll records every thirty (30) days until the contract expires or terminates.
  - The filing of payrolls in a manner consistent with subdivision 3-9 is a condition precedent to payment of any sums due and owing to any person for work done on the contract.
  - Note: certified payroll records must be submitted with relevant invoice period.
- A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project as **PRC# 2026900068**.
- The current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website: [www.labor.ny.gov](http://www.labor.ny.gov) (or by calling the NYS DOL at 585-258-4505).
  - To obtain general Putnam County wage rate schedules, follow these steps:
    - On the homepage, hover over **WORKFORCE PROTECTIONS**, then click **PUBLIC WORK AND PREVAILING WAGE ENFORCEMENT**
    - On the new page, click **VIEW WAGE SCHEDULES**
    - On the new page, click **ARTICLE 9 – BUILDING SERVICE CONTRACTS**
    - On the new page, click the drop-down menu and click **PUTNAM**
  - To obtain the wage rate schedules for this specific project using the PRC#, follow these steps:
    - On the homepage, hover over **WORKFORCE PROTECTIONS**, then click **PUBLIC WORK AND PREVAILING WAGE ENFORCEMENT**
    - On the new page, click **VIEW WAGE SCHEDULES**
    - On the new page, click **PREVIOUSLY REQUEST WAGE SCHEDULES**
    - On the new page, enter **PRC# 2026900068** into the query box
- Worker Notification:
  - This provision is an addition to Section 220-3-a of the New York State Labor Law and requires:
    - Contractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their project job classification on each pay stub.
      - In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice
    - Contractors to post a notice at the beginning of the performance of every public works contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the DOL if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification.

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- To obtain the required notifications for each wage schedule visit [www.labor.ny.gov](http://www.labor.ny.gov) or call the NYS Bureau of Public Works at 518-457-5589.

### **INVOICING & PAYMENT**

- Charges for hourly labor shall include all taxes, health benefits, workers compensation, other statutory insurances, travel reimbursement, sick days, vacation, overhead and profit.
- Payment will be made only for materials actually used.
- Unit prices invoiced for labor and materials shall be as bid. Labor rates shall be prevailing wage as appropriate. Invoices must be accompanied by a certified payroll and the vendor's wholesale cost invoices.
- Payments for work done are made 25 to 45 days from invoice processing date.
- The Town of Southeast is Tax Exempt.
- PREPARATION OF INVOICES:
  - Work will be completed over a period of 33 weeks. At the end of each month, the Contractor will submit an invoice for a portion of the work completed during that month, with each week billed at the equivalent of 1/33<sup>rd</sup> of the total bid.
    - Inclement Weather: In the event that there is a week when rain has impacted the availability to maintain all the facilities of the week, then there will be no charge for the week; unless there is a need and the Contractor can substantiate that work was completed twice (not less than 2 days or more than 4 days separation of mowing) the following week if necessary to maintain the growth.
  - Each invoice must be itemized by contract or "grouped segments" for the period being invoiced.
  - Payment will be made in accordance with the Standard Agreement and General Town Payment Procedure.
  - The monthly invoice must include the certified payroll for the period being invoiced. No invoice(s) will be processed until the certified payroll(s) is provided for the same invoice period.
- PENALTIES FOR INCOMPLETE WORK OR INADEQUATE COMMUNICATION OF ADJUSTMENTS:
  - If during the contract period a portion of the weekly work is incomplete based on the schedule, payment will be reduced based on the following percentage of the weekly amount:
    - Markel Park - 50% of Park/Recreation Weekly Rate
    - Scolpino Park - 50% of Park/Recreation Weekly Rate
    - Tonetta Lake Park - 50% of Park/Recreation Weekly Rate
    - Volunteer Park - 50% of Park/Recreation Weekly Rate
    - Electrazone Field - 50% of Park/Recreation Weekly Rate
    - Cemeteries - 50% of Cemeteries, for each cemetery, of the Weekly Rate
    - Blackberry Pool/Park - 75% of the Blackberry Pool/Park Weekly Rate
    - Blackberry Scott Place Field - 50% the Blackberry Pool/Park Bi-Monthly Rate
    - Lakeview Manor Senior Center - 50% of the Town Building/Lawn Areas Weekly Rate
    - Southeast Station Parking Lot - 100% of the Train Station Bi-Monthly Rate
    - One Main Street - 50% of the Town Building/Lawn Areas Weekly Rate
    - 1360 Route 22 Town/Court Office - 50% of the Town Building/Lawn Areas Weekly Rate
    - 67 Main Street - 50% of the Town Building/Lawn Areas Weekly Rate
    - Routes 22 & 6 - 50% of the Town Building/Lawn Areas Weekly Rate

## **TERMS & CONDITIONS**

- If during the contract period a site is skipped completely, payment will be reduced by 100% of the weekly amount for that location.
- Contractor is responsible for following that schedule and should schedule changes be necessary (weather-related or otherwise), the contractor is responsible for notifying the Parks & Facilities office. A \$100 penalty per occurrence will be assessed to the invoice for that period if notification is not given.
- If at any time during the service time of this contract the Town has to make a phone call to the Contractor to communicate areas not being completed as per this scope of work, there will be a charge of \$25.00 per e-mail/call and \$10.00 for every area above two. These charges will be deducted each month from the billable invoice.

## BID SUBMISSION INSTRUCTIONS & CHECKLIST

The following items are required as part of your complete bid submission. Bids that do not contain all of the items below are subject to disqualification.

- ✓ Completed bid sheets including pricing for all five contracts (grouped segments) and any annual price adjustment calculations
  - If contractor's proposal includes price increases, contractor is required to provide their calculation method for any expected price change. All price adjustments must have a definite cap and calculation ability.
    - Price increases can be percentage based or flat-rate based
  - Proposals will not be accepted if they have a price increase of more than 3% a year. The Consumer Price Index may be used, but must include a cap of 3% in order to be considered.
- ✓ Proof of insurance including all required details as outlined within bid package specifications pertaining to insurance coverage
- ✓ Completed reference form
- ✓ Signed Non-Collusive Bidding Certificate, pursuant to Section 103d of the General Municipal Law of the State of New York
- ✓ Signed Contractor's Affidavit regarding the Town of Southeast's Local Law No. 3 of 2008, requiring companies doing business with the Town to certify compliance with federal law with respect to lawful hiring of employees
- ✓ To evidence compliance with Local Law No. 3 of 2008, copies of one of the below documents or sets of documents per covered employee and company owner:
  - United States passport
  - Resident alien card or alien registration card
  - (a) Valid driver's license, if it contains a photograph of the individual, and
  - (b) Social security card
    - Such a card which specifies that the issuance of the card does not authorize employment in the United States does not meet the requirements for this section
  - Employment authorization documents, such as an H-1B visa, H-2B visa, and L-1 visa, or such other work visa as may be authorized by the United States Government at the time the Town contract is awarded for all covered employees
  - Birth certificate indicating that person was born in the United States
- ✓ Contractor's equipment list
  - Contractor must submit a list of equipment owned by the Contractor that they expect will be used to complete the duties outlined under the Scope of Work section of this document.

**BID SUBMISSION SHEET (page 1)**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**BASE BID FOR CONTRACT 1 – PUBLIC PARKS:**

TOTAL PRICE FOR ALL LOCATIONS IN THIS SEGMENT<sup>1</sup>: \_\_\_\_\_

TOTAL PRICE WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_

*Note 1: Locations for this contract/segment are listed in the Scope of Work section of this bid package under the header Work Locations > Public Parks. Please ensure total price includes work to be done at all locations in this segment and is calculated using prevailing wage rates.*

**BASE BID FOR CONTRACT 2 – TOWN BUILDING & LAWN AREAS:**

TOTAL PRICE FOR ALL LOCATIONS IN THIS SEGMENT<sup>2</sup>: \_\_\_\_\_

TOTAL PRICE WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_

*Note 2: Locations for this contract/segment are listed in the Scope of Work section of this bid package under the header Work Locations > Town Buildings & Lawn Areas. Please ensure total price includes work to be done at all locations in this segment and is calculated using prevailing wage rates.*

**BASE BID FOR CONTRACT 3 – MTA SOUTHEAST STATION PARKING LOT<sup>3</sup>:**

TOTAL PRICE FOR LOCATION<sup>4</sup>: \_\_\_\_\_

TOTAL PRICE WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_

*Note 3: The Town's management of this property may cease at some point during the contract period and therefore the Town reserves the right to terminate Contract 3 for the MTA Southeast Station Parking Lot at any time. In this case, ample notice will be given to the contractor.*

*Note 4: Please ensure total price is calculated using prevailing wage rates.*

**BID SUBMISSION SHEET (page 2)**

**BASE BID FOR CONTRACT 4 – CEMETERIES:**

TOTAL PRICE FOR ALL LOCATIONS IN THIS SEGMENT <sup>5</sup>: \_\_\_\_\_

TOTAL PRICE WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_

*Note 5: Locations for this contract/segment are listed in the Scope of Work section of this bid package under the header Work Locations > Cemeteries. Please ensure total price includes work to be done at all locations in this segment and is calculated using prevailing wage rates.*

**BASE BID FOR CONTRACT 5 – BLACKBERRY PARK DISTRICT PROPERTIES:**

PRICE FOR BLACKBERRY POOL & PARK COMPLEX<sup>6</sup>: \_\_\_\_\_

PRICE WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_

PRICE FOR OPEN FIELD @ SCOTT PLACE: \_\_\_\_\_

PRICE WRITTEN IN WORDS<sup>6</sup>: \_\_\_\_\_

\_\_\_\_\_

*Note 6: Please ensure price is accurate for that specific location and is calculated using prevailing wage rates.*

**ANNUAL PRICE ADJUSTMENT:**

DOES YOUR BID INCLUDE AN ANNUAL PRICE INCREASE TO THE SERVICES ABOVE: **YES**    **NO**

IF YES, PLEASE USE THE SPACE BELOW TO PROVIDE YOUR CALCULATION METHOD AS EXPLAINED IN THE "BID INSTRUCTIONS" SECTION OF THIS BID PACKAGE. IF SPACE PROVIDED IS INSUFFICIENT, PLEASE ATTACH A SEPARATE PAGE.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AUTHORIZED COMPANY AGENT:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONTRACTOR JOB / SITE REFERENCE FORM**

The contractor must have 3 years of experience in all bid areas and must be able to provide related references that reflect the quality of their work. A list of three (3) references for comparable work is required and should be entered below.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ADDITIONAL INFO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ADDITIONAL INFO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ADDITIONAL INFO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**NON-COLLUSIVE BIDDING CERTIFICATE**

*This non-collusive bidding certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York*

By submission of this bid, each Contractor and each person signing on behalf of any Contractor certified, 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 Contractor or with any competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this bill have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to opening, directly or indirectly, to any other Contractor or to any competitor;
- 3. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of competition.

Verification by Subscription and Notice under Penal Law Section 210.45

It is a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

Affirmed under penalty of perjury.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Notary Public*

**CONTRACTOR'S AFFIDAVIT**

State of New York )

: SS.:

County of Putnam )

\_\_\_\_\_, being first duly sworn, deposes and says under penalty of perjury:

1. Resides at \_\_\_\_\_ and I am \_\_\_\_\_ of \_\_\_\_\_, (hereinafter "Contractor") the corporation/partnership/entity which and upon whose behalf I executed an Agreement with the Town of Southeast dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement")
2. All persons employed by the undersigned and providing work, labor, materials or services to or on behalf of the Town of Southeast (the "Town") are duly licensed to the extent required by federal, state, county and/or local laws.
3. Contractor has complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof.
4. During the term of the Agreement, Contractor will continue to remain in compliance with 8 U.S.C.A. 1324a with respect to the hiring of employees and with respect to the alien and nationality status thereof.
5. No officer or employee of the Town has any pecuniary interest in my firm or in any contract entered into between my firm and the Town.
6. I understand that any violation of these requirements could result in my contract with the Town being revoked and that I may be subject to incarceration, fines and civil penalties in the event I am found to have made false statements herein or in I have violated any of the provisions of the Code of the Town of Southeast (Local Law # 3 of 2008).

Sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Contractor Print Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Notary Public: \_\_\_\_\_