

BID PACKAGE

**Residential Mowing and Clipping Removal,
Debris and Garbage Removal, and Sidewalk Snow and Ice Removal
for Properties Violating Town Codes**

For the

Town of Poughkeepsie Zoning Department

**Issued by: Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603**

Town Supervisor

Rebecca Edwards

Board Members

**Bill Reuter
Barbara Laird
Shantha Thangiah
Emily Watson
Ryan Sharpe
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Town Clerk

Felicia Salvatore

Attorneys To the Town

Gordon & Svenson, LLP

Zoning Administrator

Kristina Granieri

DATE: March 20, 2026

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ADVERTISEMENT FOR BIDS
Residential Mowing and Clipping Removal,
Debris and Garbage Removal, and Sidewalk Snow and Ice Removal
for Properties Violating Town Codes

The information for Bidders, Specifications and other Contract Documents may be reviewed and obtained on or after March 20, 2026, at the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 and on the Town website at www.TownofPoughkeepsie-ny.gov/Bids.aspx

Sealed Bids for three (3) year contracts for “Residential Mowing and Clipping Removal, Debris and Garbage Removal, and Sidewalk Snow and Ice Removal For Properties Violating Town Codes” will be received by the Town Clerk, Town of Poughkeepsie (“Town”), One Overocker Road, Poughkeepsie, NY 12603 until 11 a.m. (local time) on April 14, 2026 at which time they will be publicly opened and read aloud.

Bidders may submit as to some or all of the contracts, and each bid shall also propose an hourly rate for labor and equipment to perform optional additional services as requested by the Town.

All Bids must be made upon and in accordance with the forms prepared by the Town and shall be submitted in sealed envelopes marked: “**Residential Mowing and Debris/Garbage/Snow Removal Bid**”. Three copies of each bid shall be submitted.

BID DEPOSIT: Each bidder on a Town contract(s) 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) with the Town. A combined performance and payment bond of \$2,500 will be required from the successful Town Bidder(s).

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.TownofPoughkeepsie-ny.gov To be advised of addenda to the bid packet please register with fsalvatore@townofpoughkeepsie-ny.gov and monitor www.TownofPoughkeepsie-ny.gov/Bids.aspx .

The Town reserves the right to reject any and all Bids, to waive any informality or technicality in any Bid in their interest, to determine the ultimate scope of a contract, and the Town may award more than one or all contracts to a Bidder whose combined contract pricing is most favorable to the Town.

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 will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against.

BY ORDER OF THE TOWN BOARD
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
Dated: March 20, 2026

I INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Town invites bids on the form attached, all blanks for each contract Item bid must be completely filled in using ink or type written. Bids will be received by the Town at the Office of the Town Clerk until 11 o'clock a.m., local time on April 14, 2026, and then 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 **“Residential Mowing and Debris/Garbage/Snow Removal Bid”**. Three copies are required.

The Owners 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.

Bid envelopes must bear on the outside the name of the bidder and his/her address. If forwarded by mail, the sealed envelope containing the bid(s) must be enclosed in another envelope addressed as specified above.

3. Qualifications of Bidder:

The Owners 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 Owners all such information and data for this purpose as they may request. The Owners reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy them 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.

4. Bid Security, Payment and Performance Security for Town Contract(s):

Each Town bid must be accompanied by a Certified or Bank Check drawn payable to the Town of Poughkeepsie or a surety bond, and the form of bid bond attached, 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.

The bid security for the winning bidder(s) will be retained by the Town as the required Payment and Performance Security and returned after acceptable performance 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 interpretation as to Town bids shall be in writing and addressed to Kristina Granieri at the Zoning Department (kgranieri@townofpoughkeepsie-ny.gov).

Inquiries must be received at least five (5) days prior to the date fixed for the opening of bids.

All addenda and interpretation will be emailed to the inquirer (at the address furnished for such purposes) and posted on the Town's website, www.TownofPoughkeepsie-ny.gov/Bids.aspx, no later than three days prior to the date fixed for the opening of bids. All addenda and interpretations shall become part of the bid/agreement documents.

All potential bidders **must pre-register** with the Town Clerk to receive addendums and updates.

6. Obligation of Bidders:

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 and interpretations). The failure or omission of any bidder to examine any form, instrument or document, or to be informed of any addendum or interpretation shall in no way relieve any bidder from any obligation with respect to his/her bid.

Each bidder must inform him/herself 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

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

8. Sales Tax:

This work is exempt from certain sales/use taxes and the contract amount excludes such taxes.

9. Bid Comparison

To achieve the best value and lowest total cost for the Town, bids will be compared and contracts awarded on the basis of each Bid 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 Owners reserve the right to waive any irregularities or informalities, and to reject all or part of any bids.

10. Bid Quantities

The Owners reserve 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 Owners' intention to award the contract or contracts based on the lowest bid price for each item which has been submitted by a qualified bidder, or the lowest total cost to the Town.

12. Non Performance

If a contract is not being performed as required, the Town may terminate the contract on five (5) days written notice, or sooner if required for reasons of personal or public health, safety or welfare.

13. Notice to Proceed:

A contractor shall not proceed with any work until contractor has received an executed contract in form satisfactory to the Town, and a Notice to Proceed.

14. Insurance and Indemnity Requirements-all Town contracts:

Before the Town enters into agreement with a Contractor, he/she must submit proof that he/she has obtained and will maintain liability insurance coverage meeting the Town's insurance standards. These standards are:

- Automobile Liability-Automobile Liability Insurance on an occurrence basis covering all owned, non-owned and hired vehicles with the limits of not less than:
 - Bodily Injury/Property Damage on a Combined Single Limit Basis of at least \$1,000,000 for each occurrence.
 - No Fault, Statutory Benefits
- Commercial General Liability
 - Bodily Injury and Property Damage
 - \$2,000,000 per Occurrence
 - \$3,000,000 Aggregate
 - \$3,000,000 Products/Completed Operations Aggregate
 - The Town of Poughkeepsie shall be covered as an additional insured on a primary and non-contributory basis including for products and completed operations. There shall be a waiver of subrogation in favor of the Town of Poughkeepsie and hold harmless provisions in the contract in favor of the Town.
- Catastrophe Excess Liability or Umbrella policies are acceptable in helping to fulfill the requirements, provided they do not contain restrictions or exclusions of coverage required under the specifications.
- Owners, Contractors' Protective Liability
 - An owners and contractors protective Liability Policy (OCP) shall be written to protect the Town for Bodily Injury and Property Damage with limits not less than those specified above to protect the Town against claims arising from the operations of any subcontractors which the prime contractor employs on a project. To be taken out by a General Contractor on behalf of the Town when the General is using Subcontractors.
- The successful bidders shall agree to indemnify, defend and hold the Town and its officers, agents, and employees harmless to the extent permitted by law from all loss, cost (including legal fees and disbursements), suits, claims and judgements arising from or related to the successful bidder's negligence, intentional acts, breach of any code, law, rule or regulation and its performance or non-performance of the awarded contract.

15. Required workers' compensation and disability benefits 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 for 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.

16. Policies shall name the Town of Poughkeepsie as an additional insured on a primary and non-contributory basis with waiver of subrogation. See also 17A Note below.

17. Prevailing Wage Rates

Prevailing wage rates, and all submission requirements, apply to the services herein.

Contact the NYS Department of Labor for more information.

TECHNICAL SPECIFICATIONS

Property Owners within the Town of Poughkeepsie are required by the Town Code to maintain lawns and grounds to acceptable levels and to clear snow from public sidewalks. In the event that the owner is either unwilling to cooperate or unable to be located, the Town will authorize and pay for maintenance of the property as authorized by the Town Code. The cost incurred by the Town for this service will become a lien on the property.

Residential Mowing and Clipping Removal.

- For specified properties, the contractor will mow, trim, and clearing of debris includes the area of the property up to the wood-line or property line. Due to the length of time since they were last maintained, lawn maintenance may consist of bush-hogging, mowing, trimming or any combination thereof as directed by the Town Board. All grounds will be cleared of leaves, limbs, trash and any other debris prior to mowing.. Debris, including grass clippings, must be removed from the property and not dumped in or around any wetlands.
- The contractor will perform these 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.

Debris and Garbage Removal

The removal of solid waste, junk, garbage, debris, dilapidated furniture, appliances, and man-made materials will be at the direction of the Zoning Administrator and should be performed 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 Zoning Department will perform site visits to the properties in order to ensure the work is being properly performed as outlined in this contract.

Sidewalk Snow and Ice Removal

The removal of will be at the direction of the Zoning Administrator and should be performed 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 Zoning Department will perform site visits to the properties in order to ensure the work is being properly performed as outlined in this contract.

PROJECT SPECIFICATIONS

The contractor(s) chosen will provide the services designated by the Zoning Administrator at properties specified by her during the years 2026, 2027 and 2028.

Mowing and clipping removal, and debris and garbage removal shall commence within 48 hours of the Zoning Administrator's direction to proceed, with follow up mowing and clipping removals to be done within the later of three weeks after the first mowing or when the grass is more than 6 inches in height.

Follow up debris and garbage removal shall be done within 48 hours of direction to proceed from the Zoning Administrator.

Snow removal and ice control will be performed after the Zoning Administrator's direction to proceed and will be completed and followed up so as to comply with the time limits in Town Code §174-2 attached.

The contractor(s) chosen will be responsible for all waste disposal, including but not limited to, grass clippings, organic waste, and rubbish items of all sizes. The cost of disposal should be included in the bid price.

The contractor will be required to provide a before and after photograph for each mowing showing the height of the grass and any debris to be removed, the address of the property, and the date the work was done.

VII CONTACT INFORMATION

Kristina Granieri
Zoning Administrator
(845) 485-3650 Office
(845) 790-4772 Fax

Poughkeepsie Town Hall
One Overocker Road
Poughkeepsie, New York 12603

kgranieri@townofpoughkeepsie-ny.gov

Copy to: Felicia Salvatore, Town Clerk
fsalvatore@townofpoughkeepsie-ny.gov

BID FORM

TO: The Town Board of the Town of Poughkeepsie.

In compliance with your Advertisement for Bids, published in the Poughkeepsie Journal the week of March 23, 2026 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:*

*Residential Mowing and Clipping Removal,
Debris and Garbage Removal, and Sidewalk Snow and Ice Removal
For Properties in Violation of Town Codes*

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 Notice to Proceed.*
- 3. To furnish 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 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 proceed to contract, 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 them as liquidated damages for such default; otherwise the check or bond will be credited towards the successful bidders payment and performance bond or returned to the undersigned.

ADDENDA:

**RESIDENTIAL MOWING AND CLIPPING REMOVAL, DEBRIS AND GARBAGE
REMOVAL AND SIDEWALK SNOW
AND ICE CONTROL**

PROPOSAL FOR 2026

Cost for First Mowing with clipping removal: \$ _____

Cost for Each Follow Up Mowing with clipping removal: \$ _____

Cost for Hauling and Disposal of Yard Waste: \$ _____

Cost for Hauling and Disposal of Garbage & Non-Yard Waste Debris: \$ _____

Cost for each snow and ice control application: \$ _____

PROPOSAL FOR 2027

Cost for First Mowing with clipping removal: \$ _____

Cost for Each Follow Up Mowing with clipping removal: \$ _____

Cost for Hauling and Disposal of Yard Waste: \$ _____

Cost for Hauling and Disposal of Garbage & Non-Yard Waste Debris: \$ _____

Cost for each snow and ice control application: \$ _____

PROPOSAL FOR 2028

Cost for First Mowing with clipping removal: \$ _____

Cost for Each Follow Up Mowing with clipping removal: \$ _____

Cost for Hauling and Disposal of Yard Waste: \$ _____

Cost for Hauling and Disposal of Garbage & Non-Yard Waste Debris: \$ _____

Cost for each snow and ice control application: \$ _____

The undersigned submits the above proposal to the Town of Poughkeepsie.

Dated: _____, 2026

SIGN BID HERE

_____ *Authorized Signature* _____ *Title*
_____ *Print Name*

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

Email: _____

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:

V. Iranian Investment Disclosure Form

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATE

Pursuant to NYS GML § 103-g

By submission of this bid, bidder and each person signing on behalf of it certifies, and in case of a joint proposal 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.

Dated: _____, 202__

***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 this _____ day of _____, 202__.**

Print Bidder(s) Name

Authorized Signature, title, date

VI. 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 _____ 202__.

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 "Residential Mowing/Debris/Garbage/Snow Removal Bid" 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 _____, 202____.
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 _____