



TOWN OF DOVER, NY

Recreation Department
126 East Duncan Hill Road, Dover Plains, NY 12522

Request for Proposal for
2018 Recreation Bus Services

Request for Proposals will be accepted until 10:00 a.m. on Monday, April 23rd, 2018, by the Town Clerk at the above address, and then publicly opened and read. Bids must be in a sealed envelope, plainly marked on the outside stating the bid proposal as shown above.

The attached conditions and specifications consist of twenty seven (27) pages. The undersigned bidder certifies to having read every page and offers to furnish the items specified, and to perform all incidental work contemplated herein, to the Town in exact accordance with these specifications and at the prices stated.

Name of Bidder: _____

Business Address: _____

Phone Number: _____

Authorized Signature: _____

Printed Name of Authorized Signer: _____

Title: _____

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that Requests for Proposals for 2018 Recreation Bus Service for the Town of Dover should be submitted to the Town Clerk of the Town of Dover. All parties interested in submitting proposals may pick up a proposal with instructions and terms starting Monday, April 9, 2018 from the Town Clerk's Office, during normal business hours between 8:30 a.m. and 4:00 p.m., Monday through Friday. The RFP packet will also be available on the Town of Dover's website at www.townofdoverny.us, under the "Information" tab and posted in "Bids and RFPs."

All proposals must be submitted in hard/printed copy (no electronic RFPs accepted) to the Town Clerk of the Town of Dover at Town Hall, 126 East Duncan Hill Road, Dover Plains, New York 12522 no later than 10:00 a.m. on Monday, April 23, 2018 when they will be opened and publicly read.

The Town of Dover reserves the right to reject any and all proposals or to accept the proposal which it deems most favorable to the interests of the Town of Dover.

Dated: April 6, 2018

Town of Dover, NY

Recreation Bus Services 2018

Introduction:

The Town of Dover solicits your lowest price for busing services for various one day local trips (School Bus or equivalent) in accordance with specifications as contained in this proposal. This Request for Proposal is for the rental of buses with drivers for various one day trips throughout New York, New Jersey and Connecticut. The bid is for school buses as the usual mode of transportation; any other form of transportation as an alternate must be approved by the Town of Dover Recreation Department. This bid is not part of any project as it is being solicited to put a vendor on contract as per the specifications detailed in this packet. The contract will be awarded to one company for the entire schedule.

Scope:

The Town of Dover will be utilizing buses for youth, adult and senior programs from June 1, 2018 to May 31, 2019 as well as for daily Day Camp transportation from July 2, 2018- August 10, 2018.

Pickups and returns are to be at various locations throughout and within the Town of Dover. Trips will take place weekdays during the day or in the evening.

Each program is subject to cancellation, without penalty, on day of trip. In case of rain, on some occasions a backup trip may be planned to transport participants within surrounding Towns in within a 60 mile radius.

The Town of Dover camps and year round programs will be utilizing these buses. Pick up and returns are to be at various locations throughout and within the Town of Dover including, but not limited to, senior citizen club locations, schools and parks in the Dover Union Free School District.

Specifications:

Trip Information:

Program #1 – General Recreation Trips

For this program, all trips will depart from various locations throughout the Town of Dover. Most trips will require only 1 bus, but may at times require two. Buses are expected to be in place, ready to receive passengers at least twenty (20) minutes before departure time. Trips may take place on weekday or weekday evenings. Time and dates to be made available to Bus Company within five (5) days of trip.

SAMPLE OF TYPICAL DAY TRIPS:

DESTINATION

1. Bounce, Poughkeepsie, NY
2. Lego Land, Yonkers, NY
3. Overlook Golf Center, Poughkeepsie, NY
4. Quassy Amusement Park, Middlebury, CT
5. Schneider's Fishkill Bowl, Fishkill, NY
6. Splashdown Beach Water Park, West Fishkill, NY
7. The Frozen Caboose Ice Cream, Highland, NY
8. Walkway Over the Hudson, Poughkeepsie, NY

Program # 2 – Day Camp Transportation within the Town of Dover

For this program, all trips will depart from Boyce Park in Wingdale. Most trips will require 1-4 buses. Buses are expected to be in place, ready to receive passengers at least twenty (20) minutes before departure time. Trips will take place on weekdays. Time and dates to be made available to Bus Company within five (5) days of trip. Buses must remain on standby in case of inclement weather and be available to return campers and Day Camp staff to Boyce Park within ½ hour of call from Camp Director.

TOWN OF DOVER

DESTINATIONS

1. Camp Berkshire, Wingdale, NY
2. TMR Preserve, Dover Plains, NY

Bus drivers must have all directions prior to the trip.

The bus company is wholly responsible for the specific time schedule and how to get and return from the destinations.

All buses must meet current applicable New York State safety standards, have current registration and inspection certifications, and in addition, be equipped with stop arms, front crossing gates, external PA horns, two way radios and roof escape hatches.

All bus operators must have CDL with P & F endorsements and NYS DOT interstate and intrastate authority.

Buses must have seating capacity of 44 to 60.

Designate a lead driver for each trip that will be the one that maintains contact and works with the Day Camp and/or Recreation Director.

If more than one bus is required, ALL buses MUST travel the same exact route to and from destination. Directions are the responsibility of the bus company. Buses and drivers must stay at trip site and pay any and all tolls, parking fees, or bus permit fees.

Although the exact number of buses needed is directly related to the number of participants enrolled in the program, past experience indicates that approximately one (1) to six (6) buses will be needed for each trip on Program #1 and one (1) to four (4) buses will be needed for each day on #2.

Buses are expected to be in place, ready to receive passengers at least twenty (20) minutes before departure time for all Programs. The period of this Contract will be from June 1, 2018 through May 31, 2019, with the option of a one year extension at the same terms, conditions and prices.

The bid bond of the successful bidder/bidders will become a performance bond to assure the proper performance of said bidder/bidders.

The successful bidder shall indemnify, defend and save harmless the Town, its agents and employees, from loss and liability upon any and all claims on account of such injuries to persons or such damage to property, irrespective of whether it shall have been due in part to negligence of the successful bidder or negligence of the Town, of any other person, but excepting bodily injuries and property damage to the extent caused solely by the negligence of the Town.

The term "loss and liability", as used herein, shall be deemed to include, but not limited to, liability for the payment of Workers' Compensation under the Workers' Compensation Law of the State of New York, or of judgments under the Federal Employee's Liability Act or similar statutes.

At the time of award, the successful bidder shall deliver to the Town policies or other evidence of insurance written by companies approved by the Town, naming the town as a named, insured, as follows:

- A comprehensive general liability insurance policy in the successful bidders name endorsed to cover liability assumed by successful bidder under the indemnity provisions of this Chapter, with limits of One Million (\$1,000,000.00) Dollars, each occurrence for injuries to persons (including death), and Two Hundred Thousand (\$200,000.00) Dollars each occurrence for damage to property. Such policy shall be endorsed to eliminate the exclusion for "XCU" risks (explosion, collapse and underground hazards).
- Automobile and Truck Liability Insurance covering successful bidder owned or operated vehicles used in the performance of the work with limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury (including death), and Two Hundred Thousand (\$200,000.00) Dollars covering property damage in any one occurrence.
- Compensation Insurance indemnifying the Town and successful bidder against personal injury sustained in the performance of the Contract work.

Employee Disability Insurance – Each such policy:

- Shall indicate that the insurance company issuing the policy will not cancel, terminate or modify the policy without (20) days' prior written notice to the Town, and;
- Shall name the Town as an "Additional Insured". At least two (2) weeks prior to the expiration of the original policy or any renewal thereof, a new policy of such insurance, upon the same terms as the expiring policy, shall be delivered to the Town. The insurance shall remain in force at all times during the life of this Contract.
- If at any time during the period of this Contract insurance as required is not in effect, the Town shall have the options to:
 - Obtain insurance providing coverage equal to that required above, the cost of such insurance shall be deducted out of amounts due and owing successful bidder under this contract; or
 - Declare successful bidder in default.

Bus drivers may not use any hand held device while operating the bus.

A Dispatcher must be on duty at all times when a trip is in progress and must be in constant contact with buses and department officials. We do anticipate changes in our trip schedule. It is possible that circumstances may dictate changes in departure dates and/or destinations.

The Town reserves the right to extend any contract issued, based on this specification, under the same terms and conditions, for a one (1) year period from date of expiration, provided such extension is mutually agreeable to both the town and the Contractor.

The Town reserves the right to assign all bids (Program #1 and #2) to one bidder, if it is deemed to be in the best interest of the program and participants. Program #1 will be assigned based on the average cost of all trips; an average to be determined based on the frequency of trips experienced in the past.

Vendor Qualifications:

Only qualified bidders who have adequate experience, finances, equipment and personnel, will be considered in making awards, based upon qualifying data submitted with the bid proposal.

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. 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 proposal 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 and to complete the work described therein.

Conditional bid proposals will not be accepted.

Instructions for Bidders:

- Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **NO BIDS WILL BE ACCEPTED AFTER THE DESIGNATED TIME OR DATE INDICATED IN THE BID SPECIFICATIONS.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.
- Bidders are responsible for reporting, in writing, any errors in the bid specifications to the Town Supervisor, 126 East Duncan Hill Road, Dover Plains, New York 12522.
- Questions or clarifications to the bid specifications must be made in writing to the Town Supervisor at least seventy-two (72) hours prior to the bid opening.
- The Town Supervisor will not assume responsibility for any oral instructions or interpretations of the meaning of the specifications or other contract documents to any bidder by any person or persons.
- The Town reserves the right to postpone or cancel a scheduled bid opening, or to amend or supplement the bid package. Any addendum or corrections to this invitation for bids will be made in writing.
- All bids shall be submitted on the proposal form attached to this Request for Proposal. All bids must be signed and all the attached certificates must be completed and signed in compliance with the provisions of the General Municipal Law. All bids must be accompanied by a refundable bid bond in the amount of \$500.00, made payable to the Town of Dover. The forms necessary to be submitted as a bid are the following:
 - Insurance form;
 - Bidder's Qualifications;
 - Bid Certification;
 - Non-Collusion Affidavit;
 - Iranian Energy Sector Divestment Certification Pursuant to Section 103-g of the New York State General Municipal Law;
 - Certificate of Authority;
 - Certificate of Bidder Responsibility;
 - Price Schedule

- All information required by the Bid Specifications must be supplied on the forms or in the format specified.
- No alteration, erasure, or addition is to be made to the bid documents. All bids must be typewritten or printed in black/blue indelible ink.
- Bids which have been corrected by white out or cross out, and have not been initialed and or dated will be rejected as unresponsive.
- The Town Board reserves the right to reject any and all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interests of the public. The Town Board reserves the right to waive technicalities, irregularities, or omissions in the best interests of the Town.
- No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening thereof. If an award is not made within the forty-five (45) day period, bids remain firm until a contract is awarded or the bidder delivers written notice of the withdrawal of its bid to the Supervisor.
- Bidders requesting copies of the summary of bid results shall do so in writing and provide a self-addressed stamped 9" x 12" envelope.
- By submission of its bid, each bidder certifies that it is in compliance with the provisions of Article 18 of the General Municipal Law and the Ethics Code of the Town of Dover.
- Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission.
- Bidders intending to seek an exemption from the Freedom of Information Law must request the exemption in writing at the time of submission, setting forth the reason for the claimed exemption. Any determination on the exemption request will be made in accordance with the Freedom of Information Law.
- Unless otherwise specified in the Bid Specifications, the quoted price includes all taxes applicable to the transaction.
- The Town is not responsible for any costs incurred by a bidder in the preparation of its bid or for any work performed prior to contract execution.
- Prior to execution of a contract, the successful bidder shall file with the Town of Dover Town Clerk a copy of the insurance

policy with relevant endorsement pages complying with the form of contract attached to this bid package, which shall include:

- Name and address of insured;
 - Issue date of certificate;
 - Insurance company name;
 - Type of coverage in effect;
 - Policy number
- Inception and expiration dates of policies included on certificate:
 - Limit of Liability for all policies included on certificate; and additional insured and certificate holder shall be the Town of Dover, 126 East Duncan Hill Road, Dover Plains, NY 12522.
 - If the successful bidder pays wages to their employees, a copy of the insurance policy evidencing statutory worker's compensation coverage is to be filed with the Town Clerk prior to execution of a contract.
 - Payment for goods and services will be made in accordance with the Town's adopted audit procedures.
 - The Contractor shall not subcontract any of the work without prior approval of the Town of Dover.

Evaluation Procedures:

These bids are being solicited through a fair and open process. Applicants, who are willing to provide the described services as requested above, shall be evaluated on the basis of quoted price. The Town reserves the right to:

- Not select any of the bids;
- Require bidders to submit to a personal interview and/or submit additional or clarifying information;
- Reject any or all bids;
- Waive any informalities in the bids; and
- Procure the materials and services from other sources if deemed most advantageous to the objectives of the Town.

The Town's determination of the bidder who is most advantageous to the goals and objectives of the Town shall be final and conclusive.

The Town reserves the right without prejudice to reject any or all bids.

Recreation Bus Services 2018

PRICE SCHEDULE

(To be returned with proposal)

Bidder must quote a price on every item listed in the Bidder's proposal sheet which it proposes to furnish. **ALL VENDOR PRICE BIDS MUST BE FIRM** i.e., no price adjustments are permitted. Bidders please note: On the following pages "R" = Regular Bus; "H" = Handicapped Accessible Bus.

PROGRAM #1

THIS YEAR'S TRIPS MAY INCLUDE THESE AND/OR OTHER DESTINATIONS.

BIDDER MUST ENTER PRICES TWICE. ENTER PRICES IN ALL COLUMNS.

Cost for one (1) bus on each trip to the following destinations:

	("R")	("H")
1. Bounce, Poughkeepsie, NY	\$ _____	\$ _____
2. Lego Land, Yonkers	\$ _____	\$ _____
3. Overlook Golf Center, Poughkeepsie, NY	\$ _____	\$ _____
4. Quassy Amusement Park, Middlebury, CT	\$ _____	\$ _____
5. Schneider's Fishkill Bowl, Fishkill, NY	\$ _____	\$ _____
6. Splashdown Beach, West Fishkill, NY	\$ _____	\$ _____
7. The Frozen Caboose Ice Cream, Highland, NY	\$ _____	\$ _____
8. Walkway Over the Hudson, Poughkeepsie, NY	\$ _____	\$ _____
9. Various Local Trips (within a 60 mile radius)	\$ _____	\$ _____

MILEAGE CHARGES FOR DESTINATIONS NOT NOTED ABOVE. \$ _____ \$ _____

BIDDER MUST ENTER PRICES TWICE.

PROGRAM #2

THIS YEAR'S TRIPS MAY INCLUDE THESE AND/OR OTHER DESTINATIONS.

BIDDER MUST ENTER PRICES TWICE. ENTER PRICES IN ALL COLUMNS.

Cost for one (1) bus on each trip to the following destinations:

	("R")	("H")
1. Camp Berkshire Pool, Wingdale, NY	\$_____	\$_____
2. TMR Preserve, Dover Plains, NY	\$_____	\$_____
MILEAGE CHARGES FOR DESTINATIONS NOT NOTED ABOVE.	\$_____	\$_____

BIDDER MUST ENTER PRICES TWICE.

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INSURANCE FORM

(To be returned with proposal)

The successful Contractor shall comply with the Social Security and Unemployment Insurance Laws, as now or hereafter enforced, and holds the Town of Dover harmless against any demands for contribution of taxes with respect to the work payable under any such laws. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, before commencing work on the Town premises, provide and maintain minimum insurance coverage until the work is completed and accepted by the Town, as follows:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation	Statutory
Employer's Liability	Statutory
Comprehensive General Liability: Bodily Injury	\$1,000,000 Combined Single Limit Each Occurrence
Comprehensive General Liability: - Property Damage (including coverage for damage caused by blasting, collapse, or structural injury and/or damage to underground utilities where applicable, and in all instances, coverage for damage to property in the Contractor's care, custody or control) with the Town included as an additional insured.	\$2,000,000 Aggregate (General & Completed Operations)
Contractor's Protective Liability, operations of Sub-contractors, where applicable - Bodily Injury - Property Damage	\$1,000,000 Combined Single Limit Each Occurrence
Contractor's Liability in accordance with agreement(s) Between Town and Contractor - Bodily Injury -Property Damage	\$1,000,000 Combined Single Limit Each Occurrence
Comprehensive Automobile Liability covering all owned, hired, and non-owned automotive equipment used by or with the permission of the Contractor (including the loading and unloading thereof)	\$1,000,000 Combined Single Limit Each Accident
Comprehensive Automobile Liability -Bodily Injury -Property Damage Excess Liability	\$2,000,000

All such insurance policies shall be delivered to the Town Clerk, if and when directed by the Town, and in any event, the Contractor shall arrange with the insurance carriers to furnish the Town with a completed Certificate of Insurance Form, naming the Town as additional insured, indicating that the required coverage's are in force and will not be cancelled or changed until thirty (30) days after written notice is given to the Town.

Date

Contractor's Signature

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REQUIRED REFERENCES

Please list below any Municipalities for whom you have performed similar work in the past:

MUNICIPALITY NAME	CONTACT PERSON	PHONE NUMBER

Please list below any other references for which you have performed similar work in the past:

ORGANIZATION NAME	CONTACT PERSON	PHONE NUMBER

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BID CERTIFICATION

TO: TOWN OF DOVER, NEW YORK

No member of the Town of Dover, New York, nor any officer or employee or person whose salary is payable, in whole or in part, from the treasury of said Town is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it is related, or in any portion of the profits thereof.

Said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Town Clerk and will, if successful in this bid, furnish and deliver at prices bid and within merchandise, services or labor for which this bid is made.

The prices quoted herein are net and exclusive of all Federal, State and Municipal sales and excise taxes.

We agree that the Town of Dover is to be the sole judge of equivalency, and in submitting this bid we agree to abide by the decision of the Board and waive all rights to question or contest with respect to equivalency.

Further, we attest that neither this company nor any of its principals have been prosed for debarment, been debarred or been suspended by a federal agency in accordance with 7 CFR part 3017.

Signature Date

Printed Name

Title

Name of Company

Address

Telephone Number

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NON-COLLUSION STATEMENT

(To be returned with proposal)

THE BIDDER CERTIFIES THAT:

- A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B. This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- D. The person signing this bid or proposal certifies that he or she has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- E. The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the executive of this certificate by the signator of this bid or proposer in behalf of the corporate bidder.

Signature

Title

(BID IS VOID IF SIGNED COPY IS NOT RETURNED WITH PROPOSAL)

IRANIAN ENERGY SECTOR DIVESTMENT

Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

(a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or GIB13 products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a

(b). "The Town of Dover will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award.

In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor.

The Town reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012;
- (2) The Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (3) The Town of Dover has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the Town of Dover would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Town in writing and shall be a public document.

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**Certification Pursuant to Section 103-g of the New York State
General Municipal Law**

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered.

Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than Officer executing proposed documents)

certify that I am the _____ of the _____
(Title) (Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under
the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of
execution, _____ of the Contractor; that said agreement
(Title of such person)

was duly signed for in behalf of said Contractor by authority of its Board of
Directors, thereunto duly organized, and that such authority is in full force
and effect at the date hereof.

(Signature) (Corporate Seal)

STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS.:

On this _____ day of _____, 20__, before me personally came
_____ to me known, and known to me to be
the _____ of _____
(Title)

the corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____ resides
at _____, and that he is _____
_____ of said corporation and know the corporate seal of the said
corporation; that the seal affixed to the above certificate is such corporate seal and
that it was so affixed by order of the Board of Directors of said corporation, and
that he signed his name thereto by like order.

Notary Public Country

Chapter 17. ETHICS, CODE OF

[HISTORY: Adopted by the Town Board of the Town of Dover 12-31-1970. Amendments noted where applicable.]

§ 17-1. Purpose; construal of provisions.

These rules shall serve as a guide for official conduct of the officers and employees of the Town of Dover. The rules of ethical conduct of this chapter, as adopted, shall not conflict with, but shall be in addition to any prohibitions of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

§ 17-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

INTEREST

A pecuniary or material benefit accruing to a municipal officer or employee, unless the context otherwise requires.

MUNICIPAL OFFICER OR EMPLOYEE

An officer or employee of the Town of Dover, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a Chief Engineer or Assistant Chief Engineer.

§ 17-3. Standards of conduct.

Every officer or employee of the Town of Dover shall be subject to and abide by the following standards of conduct:

- A.** Gifts. He shall not directly or indirectly, solicit any gift or accept or receive any gift having a value of \$25 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence him or could reasonably be expected to influence him in the performance of his official duties or was intended as a reward for any official action on his part.
- B.** Confidential information. He shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interest.

- C.** Representation before one's own agency. He shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member or employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member officer or employee.
- D.** Representation before any agency for a contingent. He shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matters, provided that this subsection shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.
- E.** Disclosure of interest in legislation. To the extent that he knows thereof, a member of the Town Board and any officer or employee of the Town of Dover, whether paid or unpaid, who participates in the discussion or gives official opinion to the Town Board on any legislation before the Town Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he has in such legislation.
- F.** Investments in conflict with official duties. He shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction which creates a conflict with or impairs the proper discharge of his official duties.
- G.** Private employment. He shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his official duties.
- H.** Future employment. He shall not, after the termination of service or employment with such municipality, appear before any board or agency of the Town of Dover in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his consideration.

§ 17-4. Filing of claims against town.

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the Town of Dover or any agency thereof on behalf of himself or any member of his family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

§ 17-5. Distribution of provisions.

- A.** The Supervisor of the Town of Dover shall cause a copy of this Code of Ethics to be distributed to every officer and employee of the town within 10 days after the effective date of this chapter. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his office or employment.
- B.** Failure to distribute any copy or failure of any officer or employee to receive such copy shall have no effect on the duty of compliance with such code, nor the enforcement of the provisions thereof.

[Added 2-11-1991 by L.L. No. 2-1991]

§ 17-6. Penalties for offenses.

In addition to any penalty contained in any other provision of law, any person who shall knowingly or intentionally violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.