

**LEGAL NOTICE  
NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN**, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following item:

**Filter Sand**

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time on Thursday, July 2, 2020 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board  
Dated: Monticello, New York  
June 16, 2020  
Marilee J. Calhoun  
Town Clerk

**TOWN OF THOMPSON**

4052 ROUTE 42 – TOWN HALL  
Monticello, New York 12701  
845-794-2500

**COMPETITIVE BID PACKAGE  
FILTER SAND**

INSTRUCTIONS TO BIDDERS  
SPECIFICATIONS  
BIDDER PROPOSAL

WILLIAM J. RIEBER  
Supervisor

MICHAEL B. MEDNICK  
Attorney for the Town

The enclosed Instructions to Bidders, Specifications and Bidder's Proposal are forms upon which the Town of Thompson accepts competitive bids pursuant to the provisions of the General Municipal Law. As a bidder you are expected to know and understand the terms and conditions contained in this package. Your failure to comply with the terms and conditions upon which bids are accepted may result in disqualification of your bid. Be certain of the time when your bid must be submitted.

## INSTRUCTIONS TO BIDDERS

### **DESCRIPTION.**

Filter Sand	
Effective Size:	0.30 – 0.60 mm
Uniformity Coefficient:	3.50 or less
TOTAL:	225 TONS

**PRICE.** Price shall be net and shall include delivery of filter sand in bulk to the location specified upon ordering, and all transportation and delivery charges shall be included to point of delivery.

**DELIVERIES & LOCATIONS.** Deliveries are ordered for a Town owned Wastewater Treatment Facility located at 13 Hanover Drive, Monticello, NY 12701. No drop shipments will be accepted, and all deliveries must be signed for by a Town representative upon delivery.

**TAXES.** Purchases by the Town of Thompson for its use are not subject to any sales, use or federal excise taxes and exemption certificates will be executed upon request and payment.

**AWARD.** Award of the bid shall be made by the appropriate officer of the Town of Thompson. In cases where two or more responsible bidders submit identical bids as to price, the contract may be awarded to either of such bidders. The award shall be made on the most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and materials or items deemed to be best adapted to the uses of the Town of Thompson. Failure on the part of the successful bidder to comply with all terms of the contract and specification as set forth herein, may result in disqualification of the bidder from future bidding, and/or termination of the contract. The Town of Thompson or department

awarding the bid reserves the right to waive any formalities or reject any and all bids, or to accept any bid which its deems in the best interests of the Town of Thompson.

**INFORMATION FURNISHED WITH BID.** Bidder must submit with its bid-detailed specifications, illustrated circulars and all other necessary data on the materials or items it proposes to furnish.

**METHOD OF SUBMITTING BIDS.** All bids shall be made upon and in accordance with the forms, which contain these instructions to bidders and the specifications, which shall be available from the Town Clerk. Bids shall be completed on the page provided and submitted in **sealed envelopes, marked on the outside, “FILTER SAND BID”** addressed to the **Town Clerk, Town of Thompson, 4052 Route 42, Monticello, New York 12701**, and shall bear upon the face thereof the name and address of the bidder.

**SUBMISSION AND OPENING OF BIDS.** Bids for consideration must be submitted to the above address or be in the possession of the Town Clerk not later than **2:00pm on July 2, 2020**, at which time the bids will be publicly opened and read.

**BIDDER GUARANTEES TO MEET STANDARDS ESTABLISHED BY THE SPECIFICATIONS.**

**NO BID MAY BE WITHDRAWN BY ANY BIDDER FOR A PERIOD OF 45 DAYS FROM THE DATE OF BID OPENING.**

BIDS MUST BE SUBMITTED WITH EACH ITEM BID SEPRATELY AND AS A PACKAGE, TOWN RESERVES THE RIGHT TO ACCEPT BID BY ITEM OR AS A PACKAGE.

**BID AS CONTRACT.** This bid, including the Instructions to Bidders, Specifications and Proposal annexed hereto, shall constitute a contract between the Town of Thompson and the bidder, upon acceptance and award, in accordance with its terms, unless otherwise provided herein. The “Standard Contract Rider” attached hereto shall apply to and be incorporated herein by reference. If there shall be a conflict between the terms of these instructions and the Standard Contract Rider, the terms of the Standard Contract Rider shall prevail. For the purposes of the Standard Contract Rider, the term “VENDOR” shall mean the bidder herein. Supervision of performance of this bid and contract shall be performed by the Superintendent or Assistant Superintendent of Water & Sewer.

**EQUAL OPPORTUNITY.** The bidder will return the bid proposal with the Contractor’s Assurance on Equal Opportunity duly signed, a finding by any governmental agency that the bidder has discriminated against any individual shall be grounds for any future termination of the contract to which this bid relates and ineligibility for any future contract with the town, unless a certificate of compliance with any decision, ruling or order is obtained.

**INSURANCE.** The provisions of paragraph 11 of the Standard Contract Rider are hereby modified to provide that insurance to be furnished to the Town by the bidder is as follows:

Public Liability Limit: \$1,000,000

Other Insurance: Property Damage Insurance \$1,000,000

Except as modified with respect to limits of liability, all other provisions of said paragraph shall remain in full force.

**NOTICE:** *No contractor to whom this contract is let, granted or awarded, shall assign, transfer, convey, sublet otherwise dispose of same, or his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or of his power to execute this contract to any person or corporation without the prior written consent of the officer, board or agency which awarded this contract. In the event that the contractor shall, without prior written consent, assign, transfer, convey, sublet otherwise dispose of same, or his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or of his power to execute this contract to any person or corporation, or upon receipt by the Town of an attachment, levy, or execution on the proceeds due or to become due under this contract against the contractor, the Town and the officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and the person or cooperation to which such contract shall have been assigned transferred, conveyed, sublet, or otherwise disposed of, and such contractor and his assignees, transferees or subleases shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay his employees.*

## **PROPOSAL**

TO: Superintendent of the Town of Thompson Water & Sewer Department,

The undersigned, having a principal place of business at the address set forth below being experienced and responsible for the performance of same, agrees to furnish and deliver to the Town of Thompson at the locations, herein specified, the following described item, material or service in accordance with the attached specifications and described in detail below (attach material to proposal, if necessary).

### **NON-COLLUSIVE BIDDING CERTIFICATION**

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 the penalty of perjury, that to the best of his knowledge or belief: (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by any bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purposes of restriction competition.

Filter Sand            Price: \_\_\_\_\_

_____	_____
Company Name	Telephone
_____	_____
Contact Person(s)	Address
_____	_____
Title(s)	City, State, Zip
_____	_____
Signature	Date

\*\*\*\*\*Do not write below this line\*\*\*\*\*

ACCEPTED [    ]    Date: \_\_\_\_\_

REJECTED [    ]

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

**RE: NOTICE TO BIDDERS:**

Attached you will please find a copy of the Town of Thompson Bid Specifications  
For **FILTER SAND**

Your bid is due no later than 2:00 P.M. on the 2nd day of July, 2020, and should be  
returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed:**  
**FILTER SAND**

If you have any questions regarding the Bid Specifications, please feel free to contact me  
at the above telephone number.

Thanking you in advance for your participation in this bid.

Very truly yours,

Michael Messenger  
Superintendent