

**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 items:

- 1. Garbage & Refuse Removal at Town of Thompson Town Hall**
- 2. Garbage & Refuse Removal at Town of Thompson Town Park**
- 3. Garbage & Refuse Removal at Kiamesha Wastewater Treatment Plant**
- 4. Construction & Demolition Debris Removal in 30 or 40 yard containers**
 - a. Price per ton of construction & demolition debris disposal**
 - b. Rental fee (if any) for the use of 30 or 40 yard containers**
 - c. Combined fee for drop-off & pick-up of 30 or 40 yard containers**

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, October 29, 2020 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
4052 State Route 42, Monticello, New York
Dated: October 06, 2020
Marilee J. Calhoun
Town Clerk

TOWN OF THOMPSON

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

COMPETITIVE BID PACKAGE GARBAGE & REFUSE REMOVAL

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.

This is a bid prepared for:

- Town-wide
- More than one department

INSTRUCTIONS TO BIDDERS

PRICE. Price shall include the regular removal & disposal of garbage, refuse & recycling at three locations as well as the removal & disposal of construction & demolition debris in 30 or 40 yard dumpsters when needed. The Scope of Work shall include:

1. The bidder shall be responsible for providing all labor, material and equipment necessary for the removal, transportation, and disposal of garbage, refuse, & recycling at three locations within the Town of Thompson.
 - i. Town of Thompson, Town Hall, Thompson Square, 4052 Route 42, Monticello
 - ii. Kiamesha Lake Wastewater Treatment Plant, 128 Rock Ridge Drive, Monticello
 - iii. Town of Thompson, Town Park, 179 Town Park Road, Monticello

2. The bidder shall provide a freshly painted, clean from graffiti & excessive rust, container complying with Town of Thompson Code #205-8, according to the minimum sizes at each location listed below:
 - i. Town Hall – Six (6) Cubic Yard Container
 - ii. Kiamesha WWTP – Eight (8) Cubic Yard Container
 - iii. Town Park – Eight (8) Cubic Yard Container

3. The bidder shall make pickups at each location at the frequencies listed below for the term of this proposal:
 - i. Town Hall – Once per Week
 - ii. Kiamesha WWTP – Once per Week
 - iii. Town Park – Every **Monday** (September thru June)
Every **Monday & Friday** (July thru August)

4. The bidder shall provide a rate for the removal & disposal of “Construction & Demolition Debris” (as defined by the New York State Department of Environmental Conservation) in 30 or 40 yard roll-off containers when requested by a Town of Thompson representative. The price shall include the rental fee (if any) for the use of the container, the price per ton

of C&D Debris removed, and the combined price for pickup & delivery of each container. The bidder shall provide with each invoice, copies of scale tickets stating the empty weight of the vehicle with container (tare weight) and full weight of the vehicle, container, and C&D debris being disposed of. The difference between the two weights shall be the tonnage charged to the Town.

5. The bidder shall be responsible for any and all property damage at any Town owned property caused by the driver of the truck and or any equipment owned & operated by the bidder. This includes but is not limited to roadways, lawns, fences, enclosures and buildings. The Town of Thompson shall attempt to accommodate any trucks or equipment navigating and operating through any facility at the request of the bidder and/or their drivers.
6. The terms of this contract shall be for the **term of one hundred four (104) weeks, beginning January 1, 2021 and ending on December 31, 2022.**
7. The bidder shall be a licensed refuse collector in the Town of Thompson as per Town of Thompson Code #205-9.
8. The bidder shall defend, indemnify, and hold harmless the Town of Thompson against any claims made against the Town of Thompson for the bidder's improper, illegal, or negligent handling or disposal of the materials herein.
9. Attention of the bidders is particularly called to Section 103-d of the General Municipal Law of the State of New York on Non-Collusive Bidding and to the requirements as to the conditions of the employment to be observed and minimum wage rates be paid under this contract.
10. The Town of Thompson reserves the right to reject any and all bids, which it deems not in the best interest of the Town of Thompson. The prices submitted shall be exclusive of federal and state taxes.

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.

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 submitted in **sealed envelopes, marked on the outside "Bid Enclosed: Garbage & Refuse Removal"** 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 Thursday, October 29, 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 of Parks & Recreation, Superintendent or Assistant Superintendent of Water & Sewer, or any member of the Town of Thompson Town Board.

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: Town of Thompson Town Clerk,

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, or if no location is specified, to the Town of Thompson, Town Hall, Monticello, New York 12701, 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.

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Signature: _____ Email: _____

Please provide your bid for the following services based on the scope of work as defined in the attached bid package:

1. Garbage & Refuse Removal at Town of Thompson Town Hall for the duration of this proposal, 104 weeks: \$ _____

2. Garbage & Refuse Removal at Town of Thompson Park for the duration of this proposal, 104 weeks: \$ _____

3. Garbage & Refuse Removal at Kiamesha Wastewater Treatment Plant for the duration of this proposal, 104 weeks: \$ _____

Proposed Garbage & Refuse Removal Total: \$ _____

4. Construction & Demolition Debris Removal in 30 or 40 cubic yard containers on an as-needed basis:

a. Price per ton of C&D debris disposal \$ _____

b. Rental fee (if any) for the use of any 30 or 40 cubic yard container: \$ _____

c. Combined fee for the drop-off & pick-up of each 30 or 40 yard container: \$ _____

*****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:

- 1. Garbage & Refuse Removal at Town of Thompson Town Hall**
- 2. Garbage & Refuse Removal at Town of Thompson Park**
- 3. Garbage & Refuse Removal at Kiamesha Wastewater Treatment Plant**
- 4. Construction & Demolition Debris Removal in 30 or 40 yard containers**
 - a. Price per ton of construction & demolition debris disposal**
 - b. Rental fee (if any) for the use of 30 or 40 yard containers**
 - c. Combined fee for drop-off & pick-up of 30 or 40 yard containers**

Your bid is due no later than 2:00 P.M. on the 29th day of October 2020, and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: Garbage & Refuse Removal**

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,

Marilee J. Calhoun
Town Clerk – Town of Thompson