

**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. Bulk Sodium Hypochlorite

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 27, 2022 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
Dated Monticello, New York
October 04, 2022
Marilee J. Calhoun
Town Clerk

TOWN OF THOMPSON

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

COMPETITIVE BID PACKAGE

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
- Department of **Water & Sewer**
- More than one department

INSTRUCTIONS TO BIDDERS

We are requesting proposals for the delivery of bulk Sodium Hypochlorite delivered to three locations located within the Town of Thompson, NY for a one-year term expiring December 31, 2023.

Specifications for this proposal are as follows:

- 1) 12% solution.
- 2) NSF/ANSI 60 Certified Drinking Water Treatment Chemical.
- 3) Bulk delivery to the Town's wastewater treatment plants and Town Park.
- 4) Delivery **must** be made within 7 days from date of order.
- 5) The price should include delivery, surcharges & fees to the Town of Thompson facilities located at:
 - a. 158 Lake Louise Marie Road, Rock Hill, NY 12775
 - b. 754 Sackett Lake Drive, Monticello, NY 12701
 - c. 179 Town Park Road, Monticello, NY 12701

The Town estimates usage to be 2,500 gallons at 158 Lake Louise Marie Road.
The Town estimates usage to be 800 gallons at 754 Sackett Lake Drive.
The Town estimates usage to be 300 gallons at 179 Town Park Road.

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 “Bulk Sodium Hypochlorite 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 Thursday, October 27, 2022**, 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 Water & Sewers of the Town of Thompson

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.

RE: NOTICE TO BIDDERS:

Attached you will please find a copy of the Town of Thompson Bid Specifications For:

Bulk Sodium Hypochlorite

Your bid is due no later than 2:00 P.M. on the 27th day of October, 2022, and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: Bulk Sodium Hypochlorite**

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