

**LEGAL  
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:

**3000 gal. Petro Hopper**

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, September 28<sup>th</sup>, 2023 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board  
Dated Monticello, New York  
September 05, 2023  
Marilee J. Calhoun  
Town Clerk

# Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways  
33 Jefferson St. Monticello, NY 12701  
Phone: 794-5560

Todd Mitchell Deputy Superintendent  
Email [davehiway@gmail.com](mailto:davehiway@gmail.com)  
Fax: 794-5722

## **RE: NOTICE TO BIDDERS:**

Attached you will please find a copy of the Town of Thompson Bid Specifications For 3000 gal. Petro Hopper, installed.

Your bid is due no later than 2:00 P.M. on the 28<sup>th</sup> day of September 2023, and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: 3000 gal. Petro Hopper, installed.**

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,

Rich Benjamin  
Superintendent of Highways

# **TOWN OF THOMPSON**

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

## **COMPETITIVE BID PACKAGE 3000 gal. Petro Hopper**

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.** One New Highland Tank 3000 gal Petro Hopper with Factory white finish (see attached spec sheet) installed at Town Barn 33 Jefferson St Monticello NY. Removal and decommission of existing gasoline Petro Hopper to NYS DEC specs, assist town in updating of bulk storage permit.

**PRICE.** Price shall be net and shall include delivery and installation at, Thompson Highway Department 33 Jefferson St, Monticello, NY 12701, and all transportation and delivery charges shall be included to point of 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, "3000 gal. Petro Hopper"** 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 **2:00 pm on September 28, 2023**, 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: See attached insurance requirements, if required.

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.*

**PARTICIPATION BY POLITICAL SUBDIVISIONS, FIRE DISTRICTS AND ANY OTHER DISTRICT LOCATED IN WHOLE OR IN PART WITHIN THE STATE OF NEW YORK. The bidder awarded this contract shall offer to provide said service[s] or item[s] to any political subdivision as provided in the N.Y.S. "Piggyback" law, providing such purchaser the same terms and conditions as agreed upon with The Town of Thompson. The Town of Thompson assumes no financial liability for purchase by any other parties pursuant to this paragraph. The Town further shall not be liable to any party for non-performance of this contract in any manner or for any reason. NONE. This is a site-specific bid.**

**Intent: It is the intent of this specification to describe and govern the purchase of one fully operational New Highland Tank 3000 gal Petro Hopper, installed to industry standards to existing gasoline pump. Through experience the Town as determined that this product is best suited to the Town's needs in safety, quality and performance. This specification is not to be interpreted as restrictive, but rather a measure that the performance of the proposed products will be compared. In comparing proposals an award will only be made to the qualified bidder that offers the best value. The Town reserves the right to award the bid to the bidder whose product is judged to be in the**

best interest of the Town when price, product, quality, safety, standardization and delivery are considered using “Best Value” procurement guidelines. The Highway Superintendent reserves the right to reject any and all bids for any reason and to waive any minor technicalities or interpretation of specifications.

**Equivalent Product: NO Substitutions.** Decisions of equivalency are at the sole discretion and interpretation of the Highway Superintendent. A blanket statement that proposed equipment meets all bid requirements will not be sufficient to establish equivalency. It is the bidder’s responsibility to furnish any and all technical information to prove equivalency if a substitution is proposed.

**Interpretation:** In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of any specification contained. Any request for further information or clarification must be submitted in writing to the Highway Superintendent. Based upon inquiry, the Town may choose to issue an addendum in accordance with general municipal bidding laws.

**Price Performance:** Once submitted and adopted the winning bidder has entered into a contract with the Town of Thompson. If the item[s] or service[s] are not delivered in a timely manner the Town reserves the right to cancel its order. There are no provisions for increases in pricing once bid is awarded. Any vendor that does not meet the obligations of the contract can be considered a non-qualified bidder and barred from future business with The Town of Thompson. The Superintendent of Highways reserves the right to act in the best interest of the Town in the bidding process and purchases made on behalf of the Town.

**Errors or Omissions of the Specification – In the event of errors or omissions of this specification it is nonetheless the responsibility of the successful**



**bidder to provide to the Town a fully operational 3000 gal. Petro Hopper installed and connected to the existing gasoline pump in conformance with the common industry standards and to the known intent of the specification to the satisfaction of the Town of Thompson Highway Department**

**All contractors working in the Town of Thompson shall be required to pay the prevailing rate of wage to all workers under the Public Works Contract and to provide proof that they comply with the NY Department of Labor prevailing wage statute for general construction rates for Sullivan County for their employees.**

**The Town shall, at a minimum, require a statement from any prospective vendor that they comply with the prevailing wage statute for employees involved in the performance of any public works contract[s] and shall provide to the Town Comptroller certified payroll records in compliance with the NY Department of Labor prevailing wage statute.**

## **PROPOSAL**

TO: Superintendent of Highways 33 Jefferson St Monticello, N.Y. 12701

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.

**One New 3000 gal. Highland Tank 3000 gal Petro Hopper with factory white finish as per attached specification sheet, installed to existing gasoline pump. Bidder will remove and decommission existing Petro Hopper and comply with all NYS DEC regulations. Bidder will assist and furnish updated bulk storage permit to town.**

Price for **One** New 3000gal Petro Hopper Installed: \$ \_\_\_\_\_

_____ 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