

**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:

Propane Delivery Bids

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 10, 2024 at which date and hour all bids shall be publicly opened and read.

By Order of the Thompson Town Board
4052 Route 42, Monticello, New York
Dated: September 17, 2024
Marilee J. Calhoun
Town Clerk

TOWN OF THOMPSON

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

COMPETITIVE BID PACKAGE
Propane Delivery

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

We are requesting a proposal for propane delivery services within the Town of Thompson for the contract period of two years, November 1, 2024 – October 31, 2026.

The locations are as follows:

- 1) 128 Rock Ridge Drive, Monticello – 3 buildings/connection sites
- 2) 158 Lake Louise Marie Road, Rock Hill – 2 building/connection site
- 3) 179 Town Park Road, Monticello – 2 buildings/connection sites
- 4) Golden Ridge Road, Monticello – 1 Emergency generator tank
- 5) 15 Jened Drive, Rock Hill – 1 Building/connection that has not been setup but may be at some point during the term of the contract.

All contract pricing shall include:

- 1) All applicable customs duties, taxes, licenses, charges and F.O.B. destination
- 2) Installations of tanks and regulators at all locations/connections
- 3) Use of the equipment for the life of the contract
- 4) Initial leak testing of all tanks & appurtenances
- 5) Operational instruction of agency personnel
- 6) Periodic inspections of the installations to meet all safety requirements
- 7) The cost for removal of all tanks within thirty (30) days of the contract expiration, unless the contractor is either successful in obtaining a new contract award for that location or arranges to exchange tanks with the new successful contractor. If the contractor is not awarded the contract for the next contract term and their tanks are to be removed, the contractor shall reimburse the Town for all unused propane leftover in all tanks in the form of a check not a company credit. This amount shall be based on the amount billed on the last delivery at each tank multiplied by the number of gallons in each tank. All quantities shall be verified by an employee of the Town, prior to the removal of the tanks from each site.

Deliveries should be as follows:

- 1) All locations shall be scheduled for automatic delivery.
- 2) Deliveries should be made during our business hours of 7:00 AM – 3:00 PM, Monday through Friday unless specified or approved by our department.

- 3) Tanks shall be kept at a minimum of 20% of their capacity at all times. If deliveries cannot keep up with this requirement, additional tanks must be installed at the cost of the contractor.
- 4) Upon the event where the Golden Ridge Generator or other tanks run below the 20% threshold, and may require emergency refueling, the contractor will have a maximum of four hours to replenish the tank or tanks at no additional charges. If the contractor cannot meet the requirement within the four hours, the Town shall have the right to purchase sufficient fuel on the open market from another vendor to fill such tank, and to charge any increase in price paid over the current contract price to the account of the contractor.
- 5) In the event that the contractor allows any tanks to run empty three times or more during the contract period, the Town reserves the right to break the terms of this contract and begin purchasing from another contractor.

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.

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.

All bidders should take notice that they shall be required to provide certified payroll records to the Town confirming the payment of prevailing wages to their employees for time spent on town property providing services to the municipality. Bidders must file certified payroll records prior to any payment issuance by the town pursuant to NYS Labor Law Article 9 Section 233. Payment will be made within 30-days of receipt of required certified payroll records.

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.

Contractor's bid price:

- 1) The contractors bid price shall be in the form of \$_____ over The Propane Pipeline Selkirk undelivered or unlanded cost price per gallon.
- 2) With each invoice, the contractor shall provide a copy of The Propane Pipeline Selkirk price shown in the OPIS Oil Price Daily posting.
- 3) Although the Selkirk pipeline is used for pricing, the contractor is not obligated to purchase propane from there and may opt to purchase from another supplier. However, all invoices shall be based off of the Selkirk price on the delivery date.

For any further information or site inspections, please feel free to call Keith Rieber at (917) 579-3852.

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 it 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 “Propane Delivery”** 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 10, 2024**, 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.

COMPANY NAME

ADDRESS

ADDRESS

TELEPHONE

Please accept this bid of \$_____ over the Propane Pipeline Selkirk undelivered or unlanded price per gallon.

SIGNATURE OF PROPOSER

DATE

**Please return Proposal by October 10, 2024 via USPS in a sealed enveloped labeled 'Propane Delivery'
Or in person to:
Town of Thompson Town Hall
4052 Route 42
Monticello, N.Y. 12701**

RE: NOTICE TO BIDDERS:

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

Your bid is due no later than 2:00 P.M. on the 10th day of October 2024, and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: Propane Delivery**

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