

**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. Wastewater Bio-Solids (Sludge) Removal & Disposal**
- 2. Grit & Screenings Removal & Disposal**

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 Monday, December 2nd, 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: November 07, 2024
Marilee J. Calhoun
Town Clerk

RE: NOTICE TO BIDDERS:

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

- 1. Wastewater Bio-Solids (Sludge) Removal & Disposal**
- 2. Grit & Screenings Removal & Disposal**

Your bid is due no later than 2:00 P.M. on the 2nd day of December, 2024, and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: Wastewater Sludge 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,

Michael Messenger
Superintendent

TOWN OF THOMPSON

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

COMPETITIVE BID PACKAGE

Wastewater Bio-Solids (Sludge) Removal & Disposal Grit & Screenings Removal & Disposal

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

PRICE. Price shall include the removal & disposal of up to 750 tons per year of 20% or drier sewage sludge as well as approximately 10 tons of grit & bar screen screenings from the Kiamesha Lake WWTP, 128 Rock Ridge Drive, Kiamesha Lake, NY 12751. 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 sewage sludge, grit, gravel, and screenings from said location.
2. The bidder shall make pick up, upon the Town of Thompson Wastewater Superintendent's request, of sewage sludge, grit, gravel, and screenings between the hours of 7:00 AM and 2:30 PM Monday through Friday, Saturday & Sunday pick up may be scheduled ahead of time with the approval of the Town of Thompson's Wastewater Superintendent.
3. If a plastic liner is required by any regulating agency on any containers or trucks, the plastic liner is to be provided and installed by the bidder.
4. The bidder shall be responsible for any and all property damage at the Kiamesha Lake WWTP 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, and buildings. The Town of Thompson shall attempt to accommodate any trucks or equipment navigating and operating through the facility at the request of the bidder and or their drivers.
5. The bidder shall provide a weight certificate stating the empty weight (tare weight) of any vehicles being used to haul sewage sludge, grit, gravel, and screenings. If roll-off containers are used, the empty weight (tare weight) of the vehicle shall include the weight of the container. This weight certificate shall be updated on a yearly basis or at any time by the Town of Thompson Wastewater Superintendent's request.
6. Each time the vehicle is loaded with sewage sludge, grit, gravel, and screenings from the Kiamesha Lake WWTP facility a certified weight certificate must be obtained and a copy provided to the Town of Thompson Wastewater Superintendent. The difference between the weight and the full weight will be the chargeable weight to the Town of Thompson.

7. The bidder shall provide an insurance policy with the Town of Thompson named as an additional insured for the sum not less than \$1,000,000 Basic Liability coverage and \$1,000,000 Property Damage coverage.
8. The terms of this contract shall be for the term of three years, expiring on December 31, 2027.
9. The bidder shall **enclose with the proposal** and maintain throughout the term of this contract, a valid New York State Department of Environmental Conservation permit to haul sewage sludge and a valid New York State Department of Environmental Conservation disposal permit or an appropriate disposal permit if outside New York State.
10. The bidder shall **enclose with the proposal** identifying the disposal facility or facilities to be used by the Bidder and supply written proof that the facility or facilities are permitted by the appropriate regulatory agency, have the capacity to accept and will accept waste from the Town of Thompson for the term of this contract.
11. The bidder shall **enclose with the proposal** a letter or other form of certification from the appropriate regulatory agency of the State or County where the facility is located, stating that the facility has capacity to accept the Town of Thompson's waste for the term of this contract, and the facility has a valid operating permit, under present conditions, for the term of this contract.
12. 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.
13. 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.
14. 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 price submitted shall be exclusive of federal and state taxes.
15. The term of this contract shall be January 1, 2025 through December 31, 2027. By mutual agreement of both parties, this contract may be extended for an additional one (1) year under the same terms and conditions.

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:

- A copy of the Bidder's Sludge Hauling permit as described in Paragraph #9 of the Scope of Work.
- A copy of the facility or facilities' permit to operate in their State or County as described in Paragraph #10 of the Scope of Work.
- A copy of the letter or verification from the facility stating they have the capacity for the Town of Thompson's sewage sludge, grit, gravel, and screenings as described in Paragraph #11 of the Scope of Work.

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 "WASTEWATER SLUDGE REMOVAL 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 Monday, December 2, 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 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.

Wastewater Bio-Solids (Sludge) Removal & Disposal \$ _____/TON

Grit & Screenings Removal & Disposal \$ _____/TON

For the term: January 1, 2025 – December 31, 2027

| | |
|--|------------------|
| _____ | _____ |
| Name of Bidder | Phone Number |
| _____ | _____ |
| Signature of Bidder or Authorized Person | Address |
| _____ | _____ |
| Title | City, State, Zip |

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

ACCEPTED [] Date: _____

REJECTED []

Comments: _____

Signature