

TOWN OF LEWISBORO
NOTICE TO BIDDERS
SLUDGE REMOVAL

Notice is hereby given that sealed bids for pumping, hauling, and properly disposing of liquid sludge from the Town of Lewisboro's two Sewage Treatment Plants (Wild Oaks Sewer and Oakridge Sewer) for the Town of Lewisboro will be received by the Town of Lewisboro at the Office of the Town Clerk, 11 Main Street, P.O. Box 500, South Salem, New York 10590, until 11:00 a.m. Friday, May 15, 2015 and then at said place be publicly opened and read aloud.

Copies of the information for bidders, general requirements, bid specifications, non-collusive bidding certification, and bid proposals, may be obtained at the office of the Town Clerk or on line at www.lewisborogov.com. Bids must be submitted in sealed envelopes at the above address and must bear on the face thereof the name and address of the bidder and the inscription: Bid for Sludge Removal, Town of Lewisboro. The Town reserves the right to reject any and/or all bids and to re- advertise for *new* bids. Bids shall be awarded in accordance with General Municipal Law Section 103.

DATED: April 24, 2015

BY ORDER OF THE TOWN BOARD
TOWN OF LEWISBORO

HON. JANET L. DONOHUE, Town Clerk

INFORMATION FOR BIDDERS

REQUIREMENTS OF BID AND DELIVERY

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

1. Receipt and opening of bid.

Town of Lewisboro invites bids for the "Bid Item" specified in the "Notice to Bidders" as detailed in the specifications attached hereto. Bids will be received at the office of the Town Clerk until the time stated in the Notice to Bidders, and then at said place will be publicly opened and read aloud. Bids received after the specific time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

2. Preparation of bid.

a. Sealed envelope. Each bid shall be submitted in a sealed envelope. The envelope shall have the following information on the outside:

(1) Bid for: Sludge Removal
Town of Lewisboro.

(2) The name and address of the bidder. Bids which are forwarded by mail must be enclosed in another envelope addressed as follows:

Town of Lewisboro
Attn: Town Clerk
P.O. Box 500
South Salem, New York 10590

Bid for: Sludge Removal
Town of Lewisboro

b. Bid proposal. All blank spaces on the bid proposal form must be filled in. Bid proposals must be signed by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

c. Non-collusion certification. Each bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103-d. The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.

d. Bid Checklist.

- (1) Sealed envelope properly labeled ()
- (2) Bid proposal form ()
- (3) Non-collusion certification ()

3. Addenda and Interpretation.

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Clerk of the Town of Lewisboro, P.O. Box 500, South Salem, New York 10590, and to be given consideration must be received at least five (5) days prior to the date fixed for the bid opening. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid submitted. Any addenda so issued shall become part of the contract documents.

4. Deviations from specifications.

Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

5. Duration of Bid.

Prices and bid shall remain firm and effective for at least sixty (60) days from date of opening of bids.

6. Bid bond.

A bid bond may be required. Please check general requirements for details.

7. Bid price.

The prices quoted are to include the complete cost of the providing the work requested including taxes, and all other incidental charges. It is expressly called to the bidder's attention that bids are to be complete in all respects and that no extras of any kind are allowed.

8. Taxes.

The bid price shall not include any excise or sales taxes from which the municipality is exempt.

9. Qualifications of bidders.

The municipality may make such investigations as it deems necessary to determine the ability of the bidder to perform the work requested, and the bidder shall furnish the municipality all such information and data for this purpose as the municipality may request. The municipality reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the municipality that such bidder is properly qualified to perform the work requested. Conditional bids will not be accepted.

10. Municipality's reservation rights.

The municipality reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the municipality or to reject any and all bids and to re-advertise for bids. The municipality specifically reserves the right to waive any informality of the bids tendered.

NOTE: Other requirements may be found in the Specifications annexed hereto.

TOWN OF LEWISBORO

INSURANCE REQUIREMENTS

It is a requirement of the Town of Lewisboro (the "Town") that for work performed under contract and/or permit authorized by the Town and/or any event or performance conducted on Town property that the Contractor or Permittee procure and maintain at their own expense and without expense to the Town, until final acceptance of the work by the Town, the Insurance listed below:

Upon submission of the bid, a Certificate or Certificates of Insurance must be furnished to the Town in forms satisfactory to the Town's Finance Department.

All Certificates of Insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the Town.

When required by the Town the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

The kinds of Insurance, limits and/or conditions are as follows:

- A. Worker's Compensations - Statutory - covering all operations and all locations involved in the contract.
- B. Comprehensive General Liability - covering all operations and locations involved in the contract, including the following coverage's:
 - 1. Premises Operations
 - 2. Independent Contractors & Sub-Contractors
 - 3. Products and Completed Operations
 - 4. Broad Form Contractual
- C. Comprehensive General Liability - covering all operations and locations involved in contract, including the following coverage's:
 - 1. Owned Automobiles
 - 2. Hired Automobiles
 - 3. Non-owned Automobiles

Unless specifically required each policy shall provide limits of not less than:

- 1. Bodily Injury Liability
- 2. Property Damage Liability

- D. New York State Disability Benefits - Statutory

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT

All policies and Certificates of Insurance of the Contractor shall contain the following clauses:

- 1. Town of Lewisboro is named as an additional insured. Insurers shall have no right of recovery or subrogation against the Town of Lewisboro (including its agents and agencies), it being the intention of the parties that the Insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

2. The clause “other Insurance provisions” in a policy in which the Town of Lewisboro is named as an Insured, shall NOT apply to the Town of Lewisboro.
3. The Insurance companies issuing the policy or policies shall have no recourse against the Town of Lewisboro (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

The following indemnification agreement shall be and is hereby a provision of the contract and shall be endorsed on the reverse side of all Certificates of Insurance.

The Bidder, its contractors, suppliers, sub-contractors, agents and employees shall strictly observe and comply with all applicable safety laws, rules and regulations and with any accident prevention programs of all regulatory agencies exercising jurisdiction. The Bidder further agrees to provide such protection as is necessary to protect its workmen and those of the Town and all sub-contractors from its operations. In the event that additional safety measures are required, the bidder will install or procure and provide such safety measures at its own expense. The Bidder, its sub-contractors, suppliers, and agent agree to adhere strictly to all provisions of the Federal Occupational Safety and Health Act (PL91-596), as well as the New York State Labor Law and any other statutes pertaining to the safety of workers. To the fullest extent permitted by law, the bidder shall hold harmless, indemnify and defend the Town against all losses, claims, actions, demands, damages, liabilities, fines, expenses, including but not limited to attorney’s fees, resulting from the enforcement of these laws and for related acts of its officers, employees, sub-contractors, suppliers, agents and material men. The indemnity provided by the requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

**PROPOSAL
IN ACCORDANCE WITH SPECIFICATIONS
FOR
SLUDGE REMOVAL**

TO: TOWN OF LEWISBORO

The undersigned having a principal place of business at _____ and being responsible for the performance of same, agrees to furnish labor and equipment to perform the pumping, hauling, and properly disposing liquid sludge from the Town of Lewisboro's two Sewage Treatment Plants (Wild Oaks Sewer and Oakridge Sewer) for the Town of Lewisboro for one year from the date of execution of a contract by the Town Supervisor in accordance with the bid specifications.

BID AMOUNT (IN NUMBERS) \$ _____

BID AMOUNT (IN WORDS) \$ _____

INDICATE ANY AND ALL VARIANCES WITH THE SPECIFICATIONS (ATTACH AN ADDITIONAL PAGE IF REQUIRED)

1. _____
2. _____
3. _____

UPON ACCEPTANCE OF THIS PROPOSAL, BIDDER AGREES TO COMPLY IN ALL RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

DATED: _____

LEGAL NAME OF PERSON/FIRM/CORP

BY: _____

STREET

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

NON-COLLUSION BID CERTIFICATE

Made pursuant to Section 103-d of the General Municipal law of the State of New York as amended by the Laws of 1966.

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 his own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in 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. Prices will remain in effect until June 1, 2015.
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 the opening, directly, or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - a. A bid shall not be considered for award nor shall any award be made where (a) 1, 2, and 3, above, have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1, 2, and 3, above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

State of New York)
County of Westchester) ss.:

Vendor

Title

On the _____ day of _____, two thousand and fourteen, before me personally came the individual described in and who executed the foregoing instrument, and acknowledged that and executed the same.

Notary Public

TOWN OF LEWISBORO SLUDGE DISPOSAL BID SPECIFICATIONS

Sealed bids will be received by the Town of Lewisboro, Town Clerk, P. O. Box 500, South Salem, New York 10590 until 11:00 am on May 15, 2015. All bids for pumping, hauling, and properly disposing liquid sludge from the Town of Lewisboro’s two Sewage Treatment Plants (Wild Oaks Sewer and Oakridge Sewer) must conform to the following:

1. Signed and notarized Non-Collusion Bid Certificate included with sealed bid.
2. Oakridge Sewer sludge amount is approximately 150,000 to 300,000 gallons per year. Wild Oaks Sewer sludge is approximately 100,000 to 200,000 gallons per year. Minimum sludge pickup amount per day of requested pick up is: 6,500 gallons for Wild Oaks (NO TRACTOR TRAILERS PERMITTED); 13,000 gallons for Oakridge (ANY SIZE TRUCK PERMITTED)
3. Sludge will be properly disposed of in accordance with all Westchester County, New York State, and Federal Requirements.
4. The Contractor must have in existence an executed agreement with a licensed facility for the disposal of sludge. Said contract shall provide adequate disposal capacity for the term of this proposed contract.
5. The contractor must be available to remove the sludge within forty-eight (48) hours notice.
6. Sludge pick up receipts / tickets must be signed by the Plant operators.
7. The contractor agrees to be responsible for all spills within and outside of the Town properties during loading, unloading and transportation of the sludge.
8. The contractor is responsible for obtaining and maintaining all required permits. Copies of such permits must be received by the Town of Lewisboro with all bids.
9. The contractor is responsible for all laboratory testing required to obtain all required permits.
10. Sludge hauled will be approximately 1% - 5% solids.
11. All equipment for loading and unloading of sludge will be the responsibility of the contractor. The Town of Lewisboro will not be responsible for any item relative to loading and unloading.
12. The contractor is responsible for compliance with all applicable safety standards.
13. The contractor is responsible for the difference between the original bid and the actual amount expended by the Town of Lewisboro if another contractor must be hired due to lack of performance by the contractor.
14. The Town of Lewisboro or their representative reserves the right to inspect the equipment, and/or documents of the contractor at all times if a safety violation is believed to exist.
15. The Town of Lewisboro shall be a named insured on all policies of insurance, which shall be in effect throughout the period of the contract. All certificates of insurance shall be filed with the Town Clerk and shall be subject to the Town’s approval for adequacy of protection. Said certificate shall contain a thirty-day notice of cancellation in favor of the Town of Lewisboro.
16. The bidder must have all licenses, certifications, permits and approvals required by any and all local, State or Federal departments or agencies to perform the work under the contract.
17. The term of the contract shall be for one (1) year from the date of execution by the Town Supervisor
18. Contractor must meet New York State prevailing wage requirements for Westchester County.

UPON ACCEPTANCE OF THIS PROPOSAL, BIDDER AGREES TO COMPLY IN ALL RESPECTS WITH THE SPECIFICATIONS AS INDICATED ABOVE.

DATED: _____

LEGAL NAME OF PERSON/FIRM/CORP

THE TOWN OF LEWISBORO RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

Joel Smith (914) 490-4601
Sewer Administrator, Town of Lewisboro, E-mail: jsmith@lewisborogov.com

TOWN OF LEWISBORO
CONTRACTING AGENCY PREVAILING WAGE CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency business address

do hereby certify that all the employees working on the public works project,

_____, New York State PRC# _____,
project name/number/description

contract period _____, located at _____
date

will be paid at prevailing wage rates as specified by the New York State Department of Labor Law 230. I also certify that I will comply with all required reporting and record keeping as set forth by the New York State Prevailing Wage Law 230.

Signature of authorized representative

Date of Signature