

REQUEST FOR BIDS for SLUDGE HAULING SERVICES

TOWN OF SOUTHEAST



1360 Route 22 Brewster,
NY 10509 Phone: 845-
279-4313

Town Supervisor

Nick Durante

Special Districts Administrator

Bruce Bridges

Special Districts Clerk

Michele Stancati

Contract Years: May 1, 2025 -April 30, 2028

LEGAL NOTICE

NOTICE TO BIDDERS

TOWN OF SOUTHEAST HAULING & DISPOSAL OF LIQUID SLUDGE

The Town of Southeast is accepting bids for Hauling & Disposal of Liquid Sludge at Town-operated wastewater treatment plants for the period of May 1, 2025, to April 30, 2028. Bid packages are available at the Town Clerk's Office, Town of Southeast, 1360 Route 22, Brewster, New York 10509.

1. Receipt of Bids: The Town will receive Bids up until 11 :00 a.m. on Friday March 28th, 2025, at the office of the Town Clerk. Bids are to be submitted in a sealed envelope marked "SLUDGE HAULING BID" with the company name and date on the front. The contract will be awarded to the lowest, **responsible** bidder.
2. Terms of Contract: Commences on May 1, 2025, and ends on April 30, 2028. Subject to renewal up to (2) two successive (1) one-year terms, upon the same price and terms and conditions as the original bid.
3. Bid Opening: Opening of the RFP's will be on Friday, March 28, 2025, at 11:01 a.m. At the time of the opening of bids, each bidder will be presumed to have inspected the sites and to be thoroughly familiar with the work. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his/her bid. The Town will make the sites available for inspection upon reasonable notice from a prospective bidder. To inspect the sites, please call the Special Districts Administrator at (845) 279-8206.
4. The Town reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the interest of the Owner.
5. The contractor must be duly licensed or permitted by the State of New York, County of Putnam, and Town of Southeast as a sludge hauler; and all sludge or backwash water must be removed to a fully licensed or permitted facility.
6. Bidders are required to execute the Non-Collusive Bidding Certificate presented within the Bid Requirements, pursuant to Section 103d of the General Municipal Law of the State of New York and the Contractor's Affidavit.

BY ORDER OF OFFICE OF THE TOWN CLERK
TOWN OF SOUTHEAST
Kathleen Chiudina
Town Clerk

BID REQUIREMENTS

HAULING AND DISPOSAL OF LIQUID SLUDGE

The Town of Southeast is accepting bids for Hauling & Disposal of Liquid Sludge at Town-operated wastewater treatment plants for the period of May 1, 2025, to April 30, 2028. Bid packages are available at the Town Clerk's Office, Town of Southeast, 1360 Route 22, Brewster, New York 10509.

Receipt of Bids: The Town will receive Bids up until 11:00 a.m. on Friday, March 28, 2025, at the office of the Town Clerk. Bids are to be submitted in a sealed envelope marked "**2025 SLUDGE HAULING BID**" with the company name and date on the front. The contract will be awarded to the lowest, **responsible bidder**.

Terms of Contract: The contract commences on May 1, 2025, and ends on April 30, 2028,

1. Bid Opening: Opening of the RFP's will be on Friday, March 28, 2025, at 11:01 a.m. At the time of the opening of bids, each bidder will be presumed to have inspected the sites and to be thoroughly familiar with the work. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his/her bid. The Town will make the sites available for inspection upon reasonable notice from a prospective bidder.
2. The Town reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the interest of the Owner.
3. The Contractor must 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, plus any applicable County of Putnam, and Town of Southeast sludge hauler permits; The disposal site of the material removed from the Plant under this Contract shall be stated at the time of the bid within the Bid Proposal Sheet. The successful bidder shall obtain all "permits" necessary to dispose of the material at the site identified in the bid prior to the award of the contract. All permits shall be obtained and held in full force and effect by the Contractor throughout the term of this contract at no cost to the Town.
4. Bidder must be qualified to perform the services contracted for herein and must have a minimum of five years' experience performing such services (under present company name) with similarly sized and scope references.
5. Bidders are required to execute the Non-Collusive Bidding Certificate presented within the Bid Requirements, pursuant to Section 103d of the General Municipal Law of the State of New York and the Contractor's Affidavit.
6. The Contractor, before execution of services by the Town, shall file with the Town, a "Certificate of Insurance" naming the "Town of Southeast" as Additional Insured.
7. Contractor is to provide pumping, storage, hauling and disposal services for liquid sludge and backwash water from the town-operated water and wastewater facilities as required. Services are scheduled during business hours between 8am and 2pm; however, the contractor must be available on call after hours, on weekends, and on holidays for emergency service. **The contractor shall provide regular service on 48 hours' notice and respond to emergency calls within 4 hours.**

8. If the bid is awarded by the Town, a written Notice of Award will be issued by the Town Clerk to the successful bidder. Such Notice of Award will constitute a binding enforceable contract between the successful bidder and the Town of Southeast.

Blackberry Wastewater Treatment Plant consists of the pumping, storage, hauling, and disposal of "liquid sludge" removed from the facility's sludge digester/storage tank. The contractor is responsible for permitting and disposal charges for the material removed. Approximately 24,000 gallons per month is removed from the plant; however, the amount of sludge removed may vary.

Brewster Heights Wastewater Plant consists of the pumping, storage, hauling and disposal of "liquid sludge" removed from the facility's sludge digester/storage tank. The contractor is responsible for permitting and disposal charges for the material removed. Approximately 20,000 gallons a month is removed from the plant from November through March. About 16,000 gallons for each service April to October however, the amount of sludge and services may vary.

Brewster Heights Wastewater Pump Station: consists of the pumping, storage, and hauling of "wastewater" removed from the facility's storage tanks. The material is trucked within the Brewster Heights WWTP and deposited into the aeration ditch. Work performed under this category varies by the situation.

Peach Lake Wastewater Treatment Plant consists of the pumping, storage, hauling, and disposal of "liquid sludge" removed from the facility's sludge digester/storage tank. The contractor is responsible for permitting and disposal charges for the material removed. Approximately up to 45,000 gallons per quarter is removed from the plant; however, the amount of sludge removed may vary. This location has limitation on the truck size due to roadway access restrictions.

The contractor is required to remove the sludge in quantities communicated by the owner or the operation service company. The contract will be canceled if there are two incidents when the contractor does not remove the amount requested on the same day within the timeline communicated by the owner or its representatives.

The Contractor's bid price will be a unit price per gallon. The number of gallons, though approximate only, is to be used as the basis for the Award of this contract. The Contractor shall receive payment per gallon, of trucked sludge solids removed based on the Waste Disposal Tickets. The unit price bid shall include the furnishing of all labor and equipment necessary to remove, transport and dispose of the type of material for the period commencing May 1, 2025 and terminating on April 30, 2028.

INSURANCE: The Contractor shall procure and maintain, at his/her expense, policies of insurance issued by a company or companies satisfactory to the Town as follows:

- a) Workmen's Compensation and/or Employer's Liability unlimited, except that, if the State Laws require that this liability shall be insured in a State Fund or other specified agency, the contractor shall comply with the law.
- b) Contractor's Public Liability: Limits:
 - \$1,000,000.00 per person, Bodily Injury Liability
 - \$1,000,000.00 per occurrence, Property Damage Liability
 - \$3,000,000.00 Annual aggregate

And the following coverage:

 - Products and Completed Operations
 - Independent Contractors
 - Explosion, Collapse and underground losses (x, c, v)
 - Broad form Property Damage Liability (including completed operations)
 - Personal Injury, including hazards a, b, and c.
- c) Contractor's Contingent Liability Insurance whenever any work is sublet by the Contractors to independent sub-contractors: Limits:
 - \$1,000,000.00 per occurrence, Bodily Injury Liability
 - \$1,000,000.00 per occurrence, Property Damage Liability
- d) Automobile Bodily Injury Liability:
 - \$1,000,000.00 for any one-person, Bodily Injury Liability
 - \$1,000,000.00 for any one accident, Property Damage Liability
 - \$3,000,000.00 Annual Aggregate

Before beginning the Work covered by these specifications, the Contractor shall submit to the Town satisfactory evidence that the policies of insurance described in this article have been procured. The Town shall be named as an Additional Insured on all of the aforesaid Insurance Policies, and the policy shall require that the Town be notified not less than thirty (30) days prior to the modification, cancellation, termination or non-renewal of any policy of insurance. Insurance policies must be underwritten by insurance carriers having an A-credit rating or better as rated by Standard & Poor's.

- e) The Contractor shall protect and defend, indemnify, defend, save and hold the Town, its employees, officers and the Town Board harmless from and against all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees, professional fees, losses, penalties, judgments, charges and other expenses or liabilities of every kind and character, whether just or unjust, arising out of, resulting from, or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising, directly or indirectly, out of this Contract and/or the performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or any actual or alleged violation of any statute, ordinance, administrative order, law, rule or regulation, whether such be the

result of the alleged active or passive negligence or culpable conduct of the Town or Contractor, it's or their officers, agents, servants, or employees or any other person. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend and indemnify any such claim, etc., at its sole cost and expense and agrees to bear all other costs and expenses related thereto. The Town reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at the Contractor's expense. The Contractor shall, at the time of the execution and delivery of the contract, and before the taking effect of the same in other respect, furnish and deliver to the Town a written bond of indemnity equal to One Hundred (100%) percent of the total value of the work contracted for, in a form and substance and with surety thereon satisfactory and acceptable to the Town Attorney, to insure the faithful performance by the Contractor of all the covenants and agreements on the part of the contract contained in the contract.

- f) The Contractor, before execution of this contract by the Town, shall file with the Town for approval, one copy of each and every insurance policy and bond required by the terms of this contract.

Each and every insurance policy required by the terms of this contract shall carry an endorsement, to the effect that the insurance company will give at least thirty (30) days prior written notice to the Town of any modification, cancellation, termination or non-renewal of any such policy or policies.

**TOWN OF SOUTHEAST
HAULING AND DISPOSAL OF LIQUID SLUDGE
BID SHEET, 2025**

Company Name _____

Contact Person _____ Telephone Number _____

Address _____

E-Mail Address (for corresponding) _____

Date proposal submitted _____

State Contract License No. _____

For the compensation described below, the contractor agrees to provide the services described in the Notice of Bidders and the Bid Requirements. The contractor agrees to provide the Town with the service described for the period May 1, 2025, through April 30, 2028.

BLACKBERRY HILL SEWER PLANT

1. Price per gallon to remove liquid sludge from Blackberry WWTP per Regular schedule.

Price per gallon: _____ (in numbers)

Price per gallon: _____ (in words)

List of disposal facility(s) _____

2. Price per gallon to remove liquid sludge from Blackberry WWTP for Emergency Service.

Price per gallon: _____ (in numbers)

Price per gallon: _____ (in words)

List disposal facility(s) _____

COMPANY NAME: _____

BREWSTER HEIGHTS SEWER PLANT

3. Price per gallon to remove liquid sludge from Brewster Heights WWTP per Regular schedule.

Price per gallon: _____ (in numbers)

Price per gallon: _____ (in words)

List disposal facility(s) _____

4. Price per gallon to remove liquid sludge from Brewster Heights WWTP for Emergency service.

Price per gallon: _____ (in numbers)

Price per gallon: _____ (in words)

List of disposal facility(s) _____

PEACH LAKE SEWER PLANT

5. Price per gallon to remove liquid sludge from Peach Lake WWTP per Regular schedule.

Price per gallon: _____ (in numbers)

Price per gallon: _____ (in words)

List of disposal facility(s) _____

6. Price per gallon to remove liquid sludge from Peach Lake WWTP for Emergency service.

Price per gallon: _____ (in numbers)

Price per gallon: _____ (in words)

List disposal facility(s) _____

COMPANY NAME: _____

Provide any additional services that may apply to this bid.

Does your company have any additional costs associated with making purchases?

Yes_____ NO_____

If yes, what are they?

Delivery Charges:

If yes, what are they?

COMPANY NAME _____

REFERENCES:

	NAME	TELEPHONE	BUSINESS
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

EQUIPMENT LIST: (use attached sheet if necessary)

NON-COLLUSIVE BIDDING CERTIFICATE

Made pursuant to Section 103-d of the General
Municipal Law of the State of New York

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury that to the best of 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.
2. Unless otherwise required by law, the prices which have been quoted in this bill 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.
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 competition.

Verification by Subscription and
Notice under Penal Law Section 210.45

It's a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such a person does not believe to be true.

Affirmed under penalty of perjury.

Company Name:

By:

Print Name:

Title:

Sworn to me before this ____
day of _____, 2025

Notary Public