



## Fonda-Fultonville Joint Wastewater Treatment Plant

### Fonda-Fultonville Joint Wastewater Treatment Plant INVITATION TO BID Sludge Hauling and Disposal Services Bid #01-2025 FFJWTP

**Issue Date: February 17, 2025**

**Submission Deadline: April 4, 2025, by 3:00 PM**

**Bid Opening: April 7, 2025, at 6:30 PM**

By order of the **Co-Chairs of the Fonda-Fultonville Joint Wastewater Treatment Plant (FFJWTP)**, the FFJWTP Board invites **sealed bids** for the **hauling and disposal of liquid sludge** generated at the FFJWTP.

The contract period will commence **June 1, 2025**, and continue for **five (5) years until May 31, 2030**. If mutually agreed upon, it can be renewed for two (2) additional one-year terms.

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## 1. BID SUBMISSION DETAILS

### 1.1. Form of Submission Methods

**Sealed bids must be submitted by 3:00 PM on April 4, 2025, as follows:**

- **By Mail:**
  - **Fonda-Fultonville Joint Wastewater Treatment Plant Clerk**
  - **PO Box 45, Fonda, NY 12068**
- **By Hand Delivery:**
  - **FFJWTP Clerk in care of the Village of Fonda**
  - **8 E. Main Street, Fonda, NY 12068**

### 1.2. Submission Requirements

- All bids shall be submitted in a **sealed, opaque envelope** clearly marked:  
**“Bid for Sludge Hauling and Disposal Services – Bid #01-2025 FFJWTP”**
- Bids must be submitted using the forms provided by the **FFJWTP** and filled out completely. Any item with no bid should be marked **“No Bid.”**
- Bids must be executed by the bidder or an authorized representative of a corporation or partnership. If a corporation, the corporate seal must be affixed where indicated.
- Bidders must submit a properly executed **Non-Collusion Certificate** with their bid.

- The **FFJWTP** reserves the right to **reject any or all bids**, waive any irregularities, and award the bid to the lowest **responsive and responsible** bidder in the best interest of the **FFJWTP**.

### 1.3. Bid Opening Details

- **Date:** April 7, 2025
  - **Time:** 6:30 PM
  - **Location:** FFJWTP Board Meeting
    - **Village of Fonda Municipal Office Building**
    - **8 E. Main Street, Fonda, NY 12068**
  - Bids received after the deadline **will not be accepted**.
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## 2. PREPARATION OF BIDS

### 2.1. Proposal Submission Requirements

- **Bids must be submitted using the prescribed Bid Form and Schedule of Prices.**
  - **All blank spaces must be completed in ink, with amounts written in words and figures.**
    - In the event of a discrepancy, the **amount in words will govern**.
  - The **original and two (2) copies** of the bid must be submitted.
  - **All bids must be signed** by the bidder or an authorized representative.
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## 3. WITHDRAWAL OF BID

- Any bid may be withdrawn **before the scheduled opening**.
  - No bid may be withdrawn for **120 days** following bid opening.
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## 4. BID EVALUATION AND AWARD

- Bids will be **evaluated on pricing, qualifications, and contractor responsibility**.
- The **FFJWTP Board will make the bid acceptance decision**.
  - **Board Members:**
    - Raymond Blackwood, Ericka Barrantes, Tracey VanAlstine, Shawn Flynn
    - In the case of a tie vote, the Co-Chairs will have the deciding votes, with each chair having the vote weighing one each.
- The Board reserves the right to:
  - Reject any or all bids
  - Award contracts to multiple haulers (primary and secondary haulers)

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## 5. SCOPE OF SERVICES

### 5.1. General Information

- The Fonda-Fultonville Joint Wastewater Treatment Plant (FFJWTP) seeks a qualified contractor to **transport and dispose of liquid sludge** from its facility.
- The **FFJWTP facility produces approximately 600,000 gallons** of liquid sludge annually.
- The sludge is currently **3% solids** and must be **disposed of in accordance with environmental regulations**.

### 5.2. Sludge Hauling & Disposal Requirements

- **Haul sludge from the FFJWTP at:**
  - **29 S. Bridge St., Fonda, NY 12068**
- **Transport sludge to an approved disposal facility**
- **Current disposal facility:**
  - **Gloversville-Johnstown Wastewater Treatment Facility 191 Union Ave, Johnstown, NY 12095**
- **Pick-Up Frequency**
  - The contractor must provide **regularly scheduled pickups** to prevent plant backups.
  - The FFJWTP **Chief Operator or Assistant Operator will request pickups with at least five (5) days' notice**.
  - The contractor must be capable of **emergency pickups within 24 hours**.

### 5.3. Contractor Responsibilities

- Obtain all required **permits and regulatory approvals**.
- Ensure **safe transport and disposal** per all **local, state, and federal laws**.
- Provide **monthly reports detailing sludge collection, transport, and disposal activities**.
- Supply **all necessary equipment, labor, and transportation**.
- Maintain compliance with **environmental and safety regulations**.
- Respond to any spills **immediately and at their own expense**.

## 6. INSURANCE REQUIREMENTS

6.1. The contractor must maintain:

- **General Liability Insurance:** Minimum \$1,000,000 per occurrence
- **Automobile Liability Insurance:** Minimum \$1,000,000 combined single limit
- **Workers' Compensation Insurance:** As required by NYS law
- **Pollution Liability Insurance:** Minimum \$1,000,000 per occurrence

6.2. The **FFJWTP, Village of Fonda, and Village of Fultonville must be named Additional Insureds.**

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## 7. PAYMENT TERMS

7.1. **The contractor will be paid based on gallons hauled.**

7.2. **Invoices must be submitted monthly** with the following details:

- Date of service
- The volume of sludge transported
- Disposal site details

7.3. **Payments will be processed within 30 days** of invoice approval.

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## 8. NON-COMPLIANCE AND DEFAULT

8.1. Failure to meet contract terms may result in:

8.1.1. **Termination of the contract after a seven-day written notice.**

8.1.2. The **Board may seek an alternative vendor** at the contractor's expense.

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## 9. Contractor Qualifications

- The contractor must have successfully performed municipal ~~garbage~~ DEC-regulated waste hauling contracts for at least **three (3) of the past ten (10) years.**
  - If the contractor does not meet this requirement, they must provide a **performance bond** equal to the first year's bid price.
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## 10. Non-Collusive Bidding Certification

- Each bid must be accompanied by a signed **Non-Collusive Bidding Certification**, as required under **Section 103-d of the NYS General Municipal Law.**

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## 11. Tax Exemptions

- The FFJWTP is exempt from federal and state sales or use taxes. Bidders shall not include such taxes in their bid prices.

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## 12. Indemnification

- The contractor shall indemnify and hold the FFJWTP, Village of Fonda, and the Village of Fultonville harmless from any and all claims, actions, damages, liabilities, and charges arising from the contractor's operations, negligence, or fault during the course of work under this contract.

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## 13. Assignment and Subcontracting

- The contractor shall not assign, transfer, sublet, or otherwise dispose of any part of the work without the **FFJWTP's** prior written consent.
- The contractor shall provide **60 days written notice** of any intent to assign, transfer, or sublet this contract.

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## 14. Supervision of Work

- The contractor shall be responsible for all operations under this contract.
  - The **FFJWTP** shall have a list of supervisory personnel and their contact numbers, including a **designated emergency point of contact**.
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**15. BID FORM**

- 15.1. **Contract Period: June 1, 2025 – May 31, 2030** *(With the option for two (2) additional one-year renewals)*
- 15.2. **iiThe bid is for Hauling Services only. All “tipping fees” are paid for by the FFJWTP.**
- 15.3. Bidders must enter a **per-gallon price** for each year of the contract:

<b>Contract Year</b>	<b>Price per Gallon (\$USD)</b>
June 1, 2025 – May 31, 2026	\$ _____
June 1, 2026 – May 31, 2027	\$ _____
June 1, 2027 – May 31, 2028	\$ _____
June 1, 2028 – May 31, 2029	\$ _____
June 1, 2029 – May 31, 2030	\$ _____

- **Bidders are cautioned to consider anticipated cost increases in each annual per-unit price.**
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**16. BIDDER INFORMATION:**

**Company Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City, State, ZIP:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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**17. CONTACT AND QUESTIONS**

- All questions must be submitted **no later than 5:00 PM April 1, 2025**
- **All questions should be directed to Rachel Flynn, Clerk**  
clerk@fonda-fultonvillewastewater.gov **by email only.**



**18. AUTHORIZED REPRESENTATIVE**

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATION**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, **2025, before me, the undersigned, personally appeared**  
\*\* \_\_\_\_\_ \*\* (Authorized Representative), known to me (or satisfactorily proven)  
to be the person whose name is subscribed to the within instrument and acknowledged that they  
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AUTHORIZATION & APPROVAL**

**Fonda-Fultonville Joint Wastewater Treatment Plant (FFJWTP)**

**William Peeler, Mayor of Fonda – Co-Chair**

**Tim Morford, Mayor of Fultonville – Co-Chair**



## APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE:** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the previous consent, in writing, of the State. Any attempts to assign the contract without the State's written consent are null and void.
3. **COMPTROLLER'S APPROVAL:** In accordance with Section 112 of the State Finance Law, this contract shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in their office, where applicable.
4. **WORKERS' COMPENSATION BENEFITS:** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor provides and maintains coverage during the life of this contract for the benefit of such employees as required by the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS:** The Contractor shall comply with all applicable federal and state laws prohibiting discrimination, including Article 15 of the Executive Law.
6. **WAGE AND HOURS PROVISIONS:** If this is a public work contract covered by Article 8 or 9 of the Labor Law, the Contractor must comply with prevailing wage and supplement requirements.
7. **NON-COLLUSIVE BIDDING CERTIFICATION:** In accordance with Section 139-D of the State Finance Law, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition.
8. **INTERNATIONAL BOYCOTT PROHIBITION:** The Contractor agrees, as a material condition of the contract, that it has not participated and will not participate in an international boycott in violation of federal law.
9. **SET-OFF RIGHTS:** The State retains all statutory rights of set-off, including withholding payments due to the Contractor to satisfy any outstanding obligations.
10. **RECORDS:** The Contractor shall maintain complete and accurate books and records related to this contract, which must be retained for at least six years or as required by law.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:** The Contractor must provide its Federal Employer Identification Number (FEIN) or Social Security Number on all invoices or payment vouchers.
12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN:** In accordance with Section 312 of the Executive Law, the Contractor will ensure equal employment opportunities.
13. **CONFLICTING TERMS:** In case of a conflict between this contract and Appendix A, the terms of Appendix A shall prevail.
14. **GOVERNING LAW:** This contract shall be governed by the laws of the State of New York.
15. **LATE PAYMENT:** Payment timelines shall be governed by Article 11-A of the State Finance Law.
16. **NO ARBITRATION:** Disputes shall be resolved in a court of competent jurisdiction in New York State.
17. **SERVICE OF PROCESS:** The Contractor consents to service of process upon it by registered or certified mail.
18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS:** The Contractor certifies compliance with State Finance Law Section 165 regarding the use of tropical hardwoods.
19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES:** The Contractor affirms compliance with the MacBride Fair Employment Principles regarding business operations in Northern Ireland.
20. **OMNIBUS PROCUREMENT ACT OF 1992:** The Contractor certifies efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors.
21. **RECIPROCITY AND SANCTIONS PROVISIONS:** Contracts may be denied to bidders whose home states impose restrictions on New York State vendors.
22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT:** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act.
23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW:** If this is a consulting contract, the Contractor must submit the required reports per State Finance Law.
24. **PROCUREMENT LOBBYING:** The contractor affirms compliance with State Finance Law Sections 139-j and 139-k regarding procurement lobbying disclosures.
25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES TAX:** If required under Tax Law Section 5-a, failure to certify compliance may result in contract termination.
26. **IRAN DIVESTMENT ACT:** The Contractor certifies that it is not on the prohibited entities list under State Finance Law Section 165-a regarding Iran divestment.

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<sup>i</sup> Typo correction made February 24, 2025. Garbage removed and replaced with DEC Regulated Hauling Contracts.

<sup>ii</sup> Clarity has been added to the Bid Invitation. Bid is for hauling services only.