TOWN OF THOMPSON

4052 ROUTE 42 – TOWN HALL
MONTICELLO, NEW YORK 12701
845-794-2500

ADDENDUM NO. 1
GARBAGE & REFUSE REMOVAL
FOR MUNICIPAL FACILITIES & PARKS

Date of Issuance:	November 20, 2026
Bid Opening Date & Time:	Monday, November 23, 2026 at 2:00 P.M. Prevailing Time (Unchanged)
Issued By:	Marilee J. Calhoun, Town Clerk — Town of Thompson
Mandatory Submission:	**Bidders MUST submit bids using the Revised Bid Package and attach this signed Addendum No. 1.**

This Addendum No. 1 is issued to all prospective bidders for the Town of Thompson Competitive Bid Package for Garbage & Refuse Removal (2027–2028) and accompanies the complete Revised Bid Package. The original bid package is superseded in its entirety by the Revised Bid Package enclosed herewith. The summary below details all modifications made from the original bid package to the revised bid package. Bidders must sign the Acknowledgment of Addendum No. 1 below and return it with their sealed bid.

ITEM 1: CLARIFICATION OF SCOPE OF WORK, ALL-INCLUSIVE PRICING & WASTE STREAM

a) All-Inclusive Pricing (No Surcharges): Clarifies that quoted prices must be all-inclusive (labor, materials, freshly painted front-load containers, container maintenance, equipment, transportation, fuel, tipping fees, and lawful disposal) and that no separate fuel, environmental, administrative, or hidden disposal surcharges will be permitted or paid by the Town of Thompson.

b) Waste Stream & Recycling: Clarifies that pricing covers regular removal and lawful disposal of municipal solid waste (garbage and refuse) using one (1) front-load dumpster per site, and that separate single-stream recycling containers are not required unless authorized by the Town via written change order.

ITEM 2: CONTAINER STANDARDS & TOWN CODE CITATIONS (CHAPTER 206)

Change: Corrects the Town Code citation from "#205-8" to Chapter 206 (Solid Waste), § 206-8 (Dumpsters and Enclosures) of the Code of the Town of Thompson, as amended, and specifies that containers must be free of structural holes and equipped with tight-fitting, weather-resistant heavy-duty lids/covers capable of securing contents against wildlife and precipitation.

ITEM 3: HOLIDAY COLLECTION & 24-HOUR MISSED PICKUP CURE

Change: Adds explicit service standards requiring that when a scheduled pickup falls on a legal holiday observed by the hauler, collection shall occur on the next business day, and any missed pickup reported by the Town must be cured within twenty-four (24) hours of notification at no additional cost to the Town.

ITEM 4: TOWN OF THOMPSON & SULLIVAN COUNTY HAULER LICENSING

Change: Updates the Town Code licensing citation from "#205-9" to Chapter 206, § 206-9 of the Code of the Town of Thompson, requires an active Sullivan County Solid Waste Hauler License / Commercial User Permit for the full contract duration and any extension thereof, and adds dedicated license number lines for both Town and County permits on the Bidder Proposal Form.

ITEM 5: NYS LABOR LAW ARTICLE 9 PREVAILING WAGES (PRC# 2026901960) & MONTHLY BILLING

Change: Incorporates New York State Labor Law Article 9 (§§ 230–239-a) prevailing wage requirements for Sullivan County Building Service Employees (Trash and Refuse Removal) under NYSDOL Prevailing Wage Case Number (PRC#) 2026901960, and specifies that annual lump-sum bid prices for 2027 and 2028 shall be billed in twelve (12) equal monthly installments in arrears, payable within thirty (30) days of receipt of an itemized municipal voucher and required certified payroll transcripts (Labor Law § 233).

ITEM 6: BASIS OF AWARD (NYS GENERAL MUNICIPAL LAW § 103)

Change: Amends the "AWARD" section to designate the Town Board of the Town of Thompson as the awarding body and replaces "on a quality versus price basis" with "to the lowest responsible bidder in accordance with New York State General Municipal Law § 103," while preserving the requirement to bid each location separately and as a combined package total.

ITEM 7: UPDATED INSURANCE COVERAGES & MANDATORY STATUTORY CERTIFICATIONS

a) Insurance Coverages: Updates insurance requirements prior to contract execution (naming the Town of Thompson as Additional Insured on a primary and non-contributory basis) to: (1) Commercial General Liability ($1,000,000 per occurrence / $2,000,000 aggregate), (2) Commercial Automobile Liability ($1,000,000 Combined Single Limit), and (3) statutory NYS Workers' Compensation (Form C-105.2 or U-26.3) and NYS Disability Benefits (Form DB-120.1 or CE-200).

b) Statutory Certifications & Bid Checklist: Adds the mandatory Iran Divestment Act Certification (NYS GML § 103-g) alongside the Non-Collusive Bidding Certification (NYS GML § 103-d) and Contractor's Assurance on Equal Opportunity, and includes an "INFORMATION FURNISHED WITH BID" checklist.

ITEM 8: FORMAT & BIDDER PROPOSAL FORM UPDATES

Change: Reorganizes the package with a formal Cover Letter, Legal Notice, Title Cover Page, Instructions to Bidders, Proposal & Certifications section, and updated Bidder Proposal Form covering the 104-week base term (January 1, 2027 – December 31, 2028) with a 52-week extension option for 2029, including fields for Town of Thompson (§ 206-9) and Sullivan County Hauler License numbers.

MANDATORY BIDDER ACKNOWLEDGMENT OF ADDENDUM NO. 1

The undersigned Bidder hereby acknowledges receipt of Addendum No. 1 and the accompanying Revised Competitive Bid Package for Garbage & Refuse Removal (2027–2028), and confirms that its bid is submitted in accordance with all revised terms.

Company Name:_____ Date:_____

Authorized Signature:_____ Title:_____

Printed Name:_____

Phone:_____ Email:_____

MARILEE J. CALHOUN
Town Clerk
marilee@thompsonny.gov

KELLY M. MURRAN
Deputy Town Clerk
deputyclerk@thompsonny.gov

Town Hall • 4052 Route 42N • Monticello, New York 12701-3221
Telephone: (845) 794-2500 Ext. 302 • Fax: (845) 794-8600

November 20, 2026

RE: NOTICE TO BIDDERS:

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

GARBAGE & REFUSE REMOVAL AT FOUR (4) TOWN OF THOMPSON LOCATIONS (2027–2028)

Your bid is due no later than 2:00 P.M. on Monday, November 23, 2026, and should be returned to the Town Clerk in a SEALED ENVELOPE clearly marked:

Bid Enclosed: Garbage & Refuse Removal

If you have any questions regarding the Bid Specifications, please feel free to contact the Town Clerk's Office at 845-794-2500.

Thanking you in advance for your participation in this bid.

Very truly yours,

Marilee J. Calhoun
Town Clerk – Town of Thompson

This institution is an equal opportunity provider and employer.

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. **Garbage & Refuse Removal at Town of Thompson Town Hall**
2. **Garbage & Refuse Removal at Kiamesha Wastewater Treatment Plant**
3. **Garbage & Refuse Removal at Town of Thompson East Mongaup River Park**
4. **Garbage & Refuse Removal at Town of Thompson Lake Ida Park**

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, November 23, 2026 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
4052 State Route 42, Monticello, New York
Dated: November 04, 2026
Marilee J. Calhoun
Town Clerk

TOWN OF THOMPSON

4052 ROUTE 42 – TOWN HALL
MONTICELLO, NEW YORK 12701
845-794-2500

GARBAGE & REFUSE REMOVAL
FOR MUNICIPAL FACILITIES & PARKS COMPETITIVE BID PACKAGE

INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
BIDDER PROPOSAL

SCOTT MACE
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:

(X) Town-wide
( ) Department of Water & Sewer
( ) More than one department

INSTRUCTIONS TO BIDDERS

PRICE. Price shall include the regular removal and lawful disposal of municipal solid waste (garbage and refuse) at four (4) locations within the Town of Thompson as designated on the Bidder Proposal Form. All quoted prices must be all-inclusive and include all labor, materials, freshly painted front-load containers, container maintenance, equipment, transportation, fuel, tipping fees, and lawful disposal. No separate charges, surcharges (including fuel, environmental, or administrative surcharges), or hidden disposal fees will be permitted or paid by the Town of Thompson. Separate single-stream recycling containers are not required unless authorized by the Town via written change order.

LOCATIONS, CONTAINER SIZES & PICKUP FREQUENCIES. The bidder shall furnish and maintain one (1) front-load dumpster at each location in the minimum cubic yard capacity and pickup schedule listed below:

1. **Town of Thompson Town Hall** (Thompson Square, 4052 Route 42, Monticello, NY 12701): Six (6) Cubic Yard Container — Once per Week
2. **Kiamesha Lake Wastewater Treatment Plant** (128 Rock Ridge Drive, Monticello, NY 12701): Eight (8) Cubic Yard Container — Once per Week
3. **East Mongaup River Park** (179 Town Park Road, Monticello, NY 12701): Eight (8) Cubic Yard Container — Every Monday (September thru June); Every Monday & Friday (July thru August)
4. **Lake Ida Park** (53 Adams Road, Rock Hill, NY 12775): Six (6) Cubic Yard Container — Once per Week

CONTAINER STANDARDS & TOWN CODE COMPLIANCE. All containers provided must be freshly painted, free of graffiti, excessive rust, or structural holes, equipped with tight-fitting, weather-resistant heavy-duty lids/covers capable of securing contents against wildlife and precipitation, and maintained in full compliance with Chapter 206 (Solid Waste), § 206-8 (Dumpsters and Enclosures) of the Code of the Town of Thompson, as amended.

HOLIDAYS, MISSED PICKUPS & SITE ACCESS. When a scheduled pickup falls on a legal holiday observed by the hauler, collection shall occur on the next business day. Any missed pickup reported by the Town must be cured within twenty-four (24) hours of notification at no additional cost to the Town. 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 or operated by the bidder, including but 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.

TERM OF CONT RACT. The contract shall be for a term of **one hundred four (104) weeks, commencing January 1, 2027 and ending December 31, 2028**. By mutual written agreement of both parties prior to the expiration of the initial contract term, this contract may be extended for an additional fifty-two (52) week period (January 1, 2029 – December 31, 2029) under the same terms, conditions, and pricing.

HAULER LICENSING & SUBCONTRACTING. The bidder shall be a duly licensed refuse collector in the Town of Thompson pursuant to Chapter 206, § 206-9 of the Code of the Town of Thompson, and shall also maintain an active, valid Sullivan County Solid Waste Hauler License / Commercial User Permit for the entire duration of the contract and any extension thereof. The bidder shall comply with all applicable provisions of Chapter 206 (Solid

Waste) of the Code of the Town of Thompson, and full documentation of both Town and County active licensures must be submitted prior to contract award.

INDEMNIFICATION. The bidder shall defend, indemnify, and hold harmless the Town of Thompson, its officers, employees, and agents from and against any and all claims, liabilities, damages, penalties, or expenses made against the Town arising out of the bidder's improper, illegal, or negligent handling, transportation, or disposal of waste materials under this contract.

PREVAILING WAGES & CERTIFIED PAYROLL (NYS LABOR LAW ARTICLE 9). 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 conditions of employment and minimum wage rates to be observed under this contract. Pursuant to New York State Labor Law Article 9 (§§ 230–239-a) governing Building Service Employees (Trash and Refuse Removal), all workers performing services under this contract must be paid not less than the prevailing wage and supplement rates established by the New York State Department of Labor (NYSDOL) for Sullivan County under **Prevailing Wage Case Number (PRC#) 2026901960**, which schedule is incorporated into these Bid Specifications. In accordance with NYS Labor Law § 233 and Town payment verification procedures, the bidder shall maintain accurate payroll records and submit certified payroll transcripts to the Town covering all work performed under this contract prior to the issuance of any monthly payment by the Town.

BILLING & PAYMENT. Annual lump-sum bid prices for 2027 and 2028 shall be billed in twelve (12) equal monthly installments in arrears. Payment will be made within thirty (30) days of receipt of an itemized municipal voucher and required certified payroll records.

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 Town Board of the Town of Thompson to the lowest responsible bidder in accordance with New York State General Municipal Law § 103. In cases where two or more responsible bidders submit identical bids as to price, the contract may be awarded to either of such bidders. Bids must be submitted with each location item bid separately as well as a combined package total. The Town of Thompson reserves the right to award the contract by individual location item or as a single combined package, whichever is in the best interest of the Town. Failure on the part of the successful bidder to comply with all terms of the contract and specifications as set forth herein may result in disqualification of the bidder from future bidding and/or termination of the contract. The Town of Thompson reserves the right to waive any formalities, reject any and all bids, or accept any bid which it deems in the best interests of the Town.

INFORMATION FURNISHED WITH BID. Bidders must submit with their bid: (1) completed and signed Bidder Proposal Form, (2) signed Non-Collusive Bidding Certification (GML § 103-d), (3) signed Iran Divestment Act Certification (GML § 103-g), (4) signed Contractor's Assurance on Equal Opportunity, and (5) proof of active Town of Thompson Refuse Collector License (Town Code § 206-9) and Sullivan County Solid Waste Hauler License / Commercial User Permit (or prior to award).

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

completed on the forms provided and submitted in sealed envelopes, marked on the outside "Bid Enclosed: Garbage & Refuse Removal", 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 **2:00 P.M. on Monday, November 23, 2026**, at which time the bids will be publicly opened and read.

BY MUTUAL AGREEMENT OF BOTH PARTIES, THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL FIFTY-TWO (52) WEEK PERIOD UNDER THE SAME TERMS AND CONDITIONS.

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.

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 prior to contract execution is as follows, naming the Town of Thompson as Additional Insured on a primary and non-contributory basis:

- Commercial General Liability: $1,000,000 per occurrence / $2,000,000 general aggregate (bodily injury and property damage)
- Commercial Automobile Liability: $1,000,000 Combined Single Limit (all owned, hired, and non-owned vehicles)

- Workers' Compensation & NYS Disability Benefits: Statutory coverage evidenced by NYS Workers' Compensation Board Form C-105.2 (or U-26.3) and NYS Disability Benefits Form DB-120.1 (or valid exemption form CE-200)

Except as modified with respect to limits and required coverages, 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, or 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, or 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 corporation to which such contract shall have been assigned, transferred, conveyed, sublet, or otherwise disposed of, and such contractor and his assignees, transferees, or sublessees shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay his employees.

PROPOSAL

TO: Town Clerk 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

1. 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:
2. 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;
3. 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
4. No attempt has been made or will be made by any bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purposes of restricting competition.

IRAN DIVESTMENT ACT CERTIFICATION (NYS GML § 103-g)

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 penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

CONTRACTOR'S ASSURANCE ON EQUAL OPPORTUNITY

The undersigned bidder hereby assures and certifies that it will comply with all applicable federal, state, and local anti-discrimination and equal employment opportunity laws and regulations in the performance of this contract, and will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status.

BIDDER PROPOSAL FORM

GARBAGE & REFUSE REMOVAL FOR MUNICIPAL FACILITIES & PARKS
FOR THE TERM: JANUARY 1, 2027 – DECEMBER 31, 2028
(WITH OPTION FOR FIFTY-TWO (52) WEEK EXTENSION FOR 2029)

Company Name:_____

Address:_____

Contact Person:_____ **Phone:**_____

Signature:_____ **Email:**_____

Town of Thompson Hauler License # (§ 206-9):_____

Sullivan County Hauler License #:_____

	2027	2028
1. Garbage & Refuse Removal at Town of Thompson Town Hall	$	$
2. Garbage & Refuse Removal at Kiamesha Wastewater Treatment Plant	$	$
3. Garbage & Refuse Removal at East Mongaup River Park	$	$
4. Garbage & Refuse Removal at Lake Ida Park	$	$
Total for year:	$	$
Grand Total for 2027 & 2028:	$	

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

ACCEPTED [ ] Date: _____
REJECTED [ ]

Comments:_____

_____
Signature