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MAYOR



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PURCHASING AGENT

PURCHASING DEPARTMENT

ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7665 ♦ FAX (315) 838-1165

BID NUMBER: RFB-2024-024

BID TITLE: Emergency Tornado Tree and Stump Removal

BID OPENING: September 13, 2024 at 11:00 AM (local time)

COMPANY NAME: _____

MAILING ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

WEBSITE: _____

SIGNATURE: _____

PRINTED NAME/TITLE: _____

TOTAL OF BID: \$ _____

TOTAL BID IN WORDS: _____

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



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BID ADVERTISEMENT

Sealed proposals will be received by the City Clerk of the City of Rome, New York, until 11:00 a.m. local time September 13, 2024 for the following project:

RFB-2024-024 Emergency Tornado Tree and Stump Removal

BID OPENING

Bid will be publicly opened and read aloud at 11:00 a.m., local time, September 13, 2024 at 198 North Washington St., Rome, NY, 13440, Rome City Hall, 2nd Floor, Council Chambers.

BID SUBMITTAL & FORMS

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages can be delivered to Rome City Hall and dropped in overnight depository.

All bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

RFB-2024-024 Emergency Tornado Tree and Stump Removal

BID MATERIALS

Bids will be advertised electronically at:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors must notify the City of Rome in order to be placed in the official plan holder's list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted. To be placed on the official plan holders list please contact the Department of Public Works at (315) 339-7632 or (315) 339-7627 . You can also email Joseph Guiliano at jguiliano@romecitygov.com

ADDENDA

The City will not issue Addenda, nor will its Engineer issue addenda nor respond to bidder's questions five (5) days prior to the scheduled bid opening unless stated bid date is postponed.

BID SECURITY

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, Rome New York. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBES). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the right to reject any or all proposals or to accept any proposals deemed to be in its best interest.

Dated: September 3, 2024
Eric Seelig, City Clerk
City of Rome
Board of Estimate and Contract



GENERAL CONDITIONS

SCOPE OF WORK:

Scope of work will be listed under the [TECHNICAL SPECIFICATIONS](#) page 11 this package

CONTRACT PERIOD:

Shall be from tentatively September 30, 2024 to December 1, 2024. Time is of the essence

QUESTIONS REGARDING SPECIFICATIONS:

Any questions relative to interpretation of specifications may be directed

Commissioner of Public Works at 315-339-7627 or by e-mail to jguiliano@romecitygov.com

TAX:

Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax. City of Rome Federal ID No: 15-6000414

FINANCE CHARGES:

The City of Rome will not be subjected to finance or late charges under this contract.

PRICE:

Best and final price shall be offered. All pricing shall remain firm for the term of the contract.

DURATION OF PROPOSAL OFFER:

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

METHOD OF AWARD:

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

ACCEPTANCE OR REJECTION:

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

TIME IS OF THE ESSENCE:

All times stated herein are of the essence.

NOTICE OF DELAY:

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Commissioner in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

INSURANCE

The contractor (vendor) shall maintain such insurance as will protect him from all claims under the Workers' Compensation Act and all other causes of action for personal injury and property damage, naming the City of Rome as an additional insured. The requirements that need to be on a Certificate of Insurance are:

Workers' Compensation

- *Vendor must supply proof of their Workers' Compensation insurance and should generally be reported on a separate page.*
- *If they are not required to carry it, then they must supply a letter stating that they are a sole proprietor and/or have no employees and are not required to carry Workers' compensation.*

General Liability

- **\$2,000,000** for each occurrence of property damage and bodily injury, and not less than
- **\$4,000,000** aggregate
- **\$1,000,000** auto liability, if vehicles are used.

Description Section

- *Should read "The City of Rome is included as additional insured".*

Certificate Holder and Additional Insured

- *Should read the City of Rome only. It should not include an individual department or the name of an individual person.*

Cancellation Section

- *Should read "30 days written notice".*

CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues remedied for thirty (30) days after receipt of notice from the City.

LIMITATIONS:

Neither the vendor nor its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

GENERAL:

Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.

The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

LITERATURE:

Each bidder shall include product or equipment literature as available.

PROTEST AND APPEAL PROCEDURES:

Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Treasurer no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440

Such protests will not be considered if received later than the date established in paragraph

above. Protests shall be explicit and in sufficient detail to stand on their own record. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

PROPOSAL GUARANTEE (BID BOND):

Each proposal bid must be guaranteed by cash, certified check, or bid bond in the amount of 5% of the amount of the bid total. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

GENERAL MUNICIPAL LAW COMPLIANCE:

STATE OF NEW YORK, Section 103-a
Effective: July 1, 1959

"Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

MINORITY BUSINESS ENTERPRISE PARTICIPATION:

Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;

A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.

Bidders are requested to provide the following:

- a. Is your company 51% or more women owned? yes no
- b. Is your company 51% or more minority owned? yes no
- c. If you answer YES to Number 2, check one of the following:
 Black Hispanic Alaskan Native
 Asian/Pacific Islands American Indian

RESPONSIBLE BIDDER

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization? yes no
- B. Has your firm filed for bankruptcy? yes no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

DEVIATIONS SHEET

DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.



NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

- (a) 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 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 process 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 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 the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

(Name of Bidder)

(Official capacity)

BIDDERS CHECKLIST

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included and/or read:

- | | |
|---|------------|
| <input type="checkbox"/> PROPOSER'S WARRANTY | Ref Page 1 |
| <input type="checkbox"/> INSTRUCTIONS TO BIDDERS | Ref Page 3 |
| <input type="checkbox"/> MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 7 |
| <input type="checkbox"/> RESPONSIBLE BIDDER | Ref Page 7 |
| <input type="checkbox"/> DEVIATIONS SHEET | Ref Page 8 |
| <input type="checkbox"/> NON-COLLUSIVE BIDDING CERTIFICATE | Ref Page 9 |

Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid



Emergency Tornado Tree and Stump Removal Technical Specifications

- 1) **For this contract a tree** is defined as any tree larger than 12" in diameter. This includes any damaged tree or standing trunk.
- 2) **For this contract a stump** is defined as any stump larger than 12" in diameter. Stump removal can be achieved by grinding or excavation . All DigSafe practices must be followed by the contractor and are the contractors responsibility. When grinding a stump ,all roots and stump must be ground down a minimum of six (6) inches below surrounding ground surface.
- 3) Topsoil and seed to be complete and included in each pricing for stump removals quantity
- 4) All stump removal pricing to include all Labor, Equipment and materials to provide a complete site location with topsoil and seed.
- 5) All green waste material , wood , stump and any gravel materials are to become the property of the selected contractor once the tree is cut and or stump removed from the earth. Disposal of said materials must be at an approved location per the The City of Rome or its designee.
- 6) The City of Rome reserves the right to accept or reject any bid submitted for RFB
2024-024 The City will evaluate each bid and award per best value calculations that best benefit the City of Rome.
- 7) **TOPSOIL**
Topsoil will be an approved source. The source will be inspected and approved by the Engineer in Charge.
Topsoil shall meet following gradation and requirements:
PH of material shall be between 5.5 7.6.
The organic content shall be not less than 2% or more than 20%.
Gradation:
SIEVE SIZE PERCENT PASSING BY WEIGHT
2" 100%
1" 85- 100%
1/4" 65 -100%
NO. 200 MESH 20- 80%

RFB 2024-024 Emergency Tornado Tree and Stump removal I					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	Tree removal - see specifications	80	Each		
B	Stump Removal complete -see specification	180	Each		
C	Topsoil and seed	1300	SY		
D	Field Change	1	Allow	\$5,000.00	\$5,000.00
E	Mobilization	1	Each		

TOTAL

Please insert the total on Bid Worksheet to complete total bid

NYSDOL PREVAILING WAGE RATES

The last section of this Contract document are prevailing wage rate schedule for applicable work in this Contract. The wage rate and supplements to be paid to laborers, workers, or mechanics on public work must not be less than the prevailing wages and supplements for the same occupation in the locality of the work.

All Contractors and Subcontractors will be required to submit certified weekly wage rate reports and statement of compliance prior to or along with payment request.

[Wage Schedule](#) - [Submit Notice Of Award](#) - [Submit Notice Of Project Completion](#)

PRC#: 2024010189

Acceptance Status: Accepted Article 8

Type of Contracting Agency: City

Contracting Agency

Send Reply To

City of Rome New York
 Joseph Guiliano
 Commissioner of Public Works
 198 Washington Street
 Suite 3C
 City of Rome NY 13440

 (315) 339-7627
 (315) 838- 1167 Fax
 jguiliano@romecitygov.com

Project Information

Project Title Emergency Tornado Tree and St
Description of Work tree and stump removal of damaged trees from July 16, 2024 tornado
Contract Id No. RFB 2024-024
Project Locations(s) City of Rome
Route No / Street Address 198 Washington Street
Village / City City of Rome
Town City of Rome
State / Zip NY 13440
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 09/01/2024
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Oneida