



JEFFREY M LANIGAN  
MAYOR



JENNIFER L GLEASMAN  
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-2024-011 R

**BID TITLE:** GREEN WASTE DISPOSAL SITE FOR APPROXIMATELY 8,000 YARDS  
GREEN WASTE, BRUSH, WOOD CHIPS, STUMPS & HARD FILL FROM  
THE CITY OF ROME.

**BID OPENING:** 8/15/2024 at 11:00 AM (local time)

**COMPANY NAME:** Harvey Materials Corp

**MAILING ADDRESS:** 7825 New Floyd Rd Rome NY 13440

**PHONE:** 315-334-4160

**FAX:** 315-334-4161

**EMAIL:** Harveymaterialscorp@verizon.net

**WEBSITE:** \_\_\_\_\_

**SIGNATURE:** [Handwritten Signature]

**PRINTED NAME/TITLE:** Kurt Harvey President

**TOTAL OF BID:** \$ 59,350.00

**TOTAL BID IN WORDS:** Fifty nine thousand three hundred fifty Dollars

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.

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

COPY-BANK CAPTURE - ANTI-FRAUD PROTECTION



372 - Rome  
Rome, New York

# OFFICIAL CHECK

091686907

Date 08/15/2024

62-20  
311

Remitter KURT W HARVEY

\$ 3,000.00

\*\*\*

Pay To The  
Order Of CITY OF ROME

Pay: THREE THOUSAND DOLLARS AND 00 CENTS

Drawer: KeyBank

AUTHORIZED SIGNATURE

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720  
For information about this instrument, call: 1-888-556-5142

Memo: RFB-2024-011R

⑈091686907⑈ ⑆031100209⑆

38774212⑈

Details on back  
Security Features Included



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## BID ADVERTISEMENT

### INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request for Bid for:

**BID NUMBER: RFP-2024-011 R**

**BID TITLE: GREEN WASTE DISPOSAL SITE FOR APPROXIMATELY 8,000 YARDS  
GREEN WASTE, BRUSH, WOOD CHIPS, STUMPS & HARD FILL  
FROM THE CITY OF ROME.**

This sealed bid will be publicly opened and read in the Common Council Chambers  
**8/15/2024 At 11:00 AM (local time)**

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk  
RFP-2024-011 R  
Rome City Hall  
198 North Washington Street  
Rome, NY 13440**

If additional information is required, please contact:

**Joseph G. Guiliano, Commissioner of Public Works  
City of Rome  
198 North Washington Street  
Rome, NY 13440  
Phone: 315-339-7627**

Email: [jguiliano@romecitygov.com](mailto:jguiliano@romecitygov.com)

Bid is available electronically at [WWW.BIDNET.COM](http://WWW.BIDNET.COM), [WWW.ROMENEWYORK.COM](http://WWW.ROMENEWYORK.COM).

Eric Seelig

City Clerk  
July 30, 2024



## GENERAL CONDITIONS

### **SCOPE OF WORK:**

Scope of work will be listed under the **TECHNICAL SPECIFICATIONS** pages 11-12.

### **CONTRACT PERIOD:**

Shall be from tentatively September 7, 2024 to December 31, 2025 with (2) extensions of (12) months allowable per the Commissioner of Public Works approval.

### **QUESTIONS REGARDING SPECIFICATIONS:**

Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Jennifer Gleasman at 315-339-7665 or by e-mail to [jgleasman@romecitygov.com](mailto:jgleasman@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 Purchasing Agent, preferably 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.





## 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.

Kurt Harvey HarveyMarkvink Corp  
(Name of Bidder)

President  
(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:

- |     |  |            |
|-----|--|------------|
| (✓) | PROPOSER'S WARRANTY                        | Ref Page 1 |
| (✓) | INSTRUCTIONS TO BIDDERS                    | Ref Page 3 |
| (✓) | MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 7 |
| (✓) | RESPONSIBLE BIDDER                         | Ref Page 7 |
| (✓) | DEVIATIONS SHEET                           | Ref Page 8 |
| (✓) | 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*



## Green Waste Bid Technical Specifications

- 1) **Green Waste** is defined as any material left after gardening, landscaping work, tree trimming and tree removal that can be reused or recycled, including: Leaves, Grass Clippings, Hedge Trimmings, Brush, Wood Chips, Stumps, Flowers, etc.  
**Hard Fill** is defined as brick, block, broken concrete, Bituminous Asphalt pieces, City street sweepings, etc.
- 2) The City of Rome disposes a **majority** of its green waste daily **during the spring to fall seasonal periods of time. Winter Green Waste is also required and the City will make every attempt to coordinate a drop off when possible.**
- 3) **The Green Waste disposal site must be accessible to the City of Rome DPW vehicles and City of Rome residents Monday through Friday 7:00am to 4:00pm and Saturday 8:00am to 12:00pn(noon) including certain holidays and certain weekends. The City, when possible ,will give prior notification when the need for weekend and holiday use when it is required.**
- 4) The Green Waste disposal site must be accessible to the City of Rome year-round.
- 5) The access road and dumping area at the Green Waste disposal must be a semi-hard surface (for example: road millings, crushed stone, etc.). **During Winter Green Waste drop off, the road must be maintained to allow access. Plowed/Sanded. The City will make every attempt to coordinate a drop off when possible**
- 6) The City of Rome will haul all Green Waste material to the disposal site and pay per cubic yard. The cubic yardage for each vehicle will be determined by the City of Rome. The City of Rome will only pay for the approximate cubic yardage disposed of (for example: a garbage truck with a full capacity of 25 cubic yards, that is only at half capacity, The City of Rome will only pay to dispose of 12.5 cubic yards).
- 7) The Green Waste disposal site must be able to accept approximately 8,000 cubic yards of green waste per year from the City of Rome.
- 8) The Green Waste disposal location will only deal with the City of Rome personnel and vehicles. All Rome residents shall dispose of their green waste at the Rome DPW City

Yard or the selected site location and the City of Rome will haul the material to the disposal site from the DPW City Yard

- 9) The City of Rome will not be responsible for the disposal site accepting green waste from contractor's or private property owners.
- 10) Green Waste disposal site must be either within the City of Rome or within 5 miles of the City of Rome.
- 11) The Green Waste disposal site must submit a beneficial use plan to the City of Rome for the green waste disposed of by the City of Rome. The green waste material disposed of by The City of Rome must be reused or recycled, it cannot be used as fill material.
- 12) The City of Rome reserves the right to reuse any green waste product that they produce, without paying for the disposal cost to the Green Waste disposal site.
- 13) The City of Rome reserves the right to accept or reject any bid submitted for RFB 2024-011R. The City will evaluate each bid and award per best value calculations that best benefit the City of Rome. The tipping quantities are based on a per calendar year basis except for the first year which will run from September 7, 2024 to December 31, 2025.

14) ITEM F- 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 2024-011 R GREEN WASTE DISPOSAL SITE					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	MIXED GREEN WASTE- see description in Technical Specifications	up to 6500	CY	\$ 6.60	\$ 42,900.00
B	WOOD CHIPS- Clean- not mixed	500.00	CY	\$ 6.60	\$ 3,300.00
C	STUMPS- mixed	500.00	CY	\$ 6.60	\$ 3,300.00
D	HARD FILL- see description in Technical Specifications	500.00	CY	\$ 3.50	\$ 1,750.00
E	BULK MULCH -FOB-Color to be determined at purchase	100	CY	\$ 33.00	\$ 3,300.00
F	TOPSOIL- FOB	200	CY	\$ 24.00	\$ 4,800.00

TOTAL F.P. nine thousand three hundred fifty Dollars

\$ 59,350.00

Please insert the total on Bid Worksheet to complete total bid

**JEFFREY M LANIGAN**  
MAYOR



**JENNIFER L GLEASMAN**  
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-2024-011 R**

**BID TITLE: GREEN WASTE DISPOSAL SITE FOR APPROXIMATELY 8,000 YARDS  
GREEN WASTE, BRUSH, WOOD CHIPS, STUMPS & HARD FILL FROM  
THE CITY OF ROME.**

**BID OPENING: 8/15/2024 at 11:00 AM (local time)**

**COMPANY NAME:** Mohawk Valley Materials, Inc.

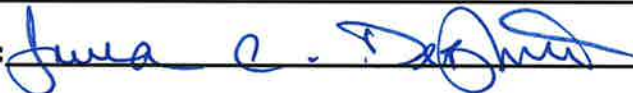
**MAILING ADDRESS:** PO Box 231 Rome, NY 13442

**PHONE:** 315-507-2538

**FAX:** 315-292-7229

**EMAIL:** jd@mohawkvalleymaterials.com

**WEBSITE:** www.mohawkvalleymaterials.com

**SIGNATURE:** 

**PRINTED NAME/TITLE:** Jenna DeBlasiis / Corporate Secretary

**TOTAL OF BID:** \$ 57,870.00

**TOTAL BID IN WORDS:** Fifty-seven thousand, eight-hundred seventy dollars and zero cents

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.

## **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 checked="" type="checkbox"/> | PROPOSER'S WARRANTY                        | Ref Page 1 |
| <input checked="" type="checkbox"/> | INSTRUCTIONS TO BIDDERS                    | Ref Page 3 |
| <input checked="" type="checkbox"/> | MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 7 |
| <input checked="" type="checkbox"/> | RESPONSIBLE BIDDER                         | Ref Page 7 |
| <input checked="" type="checkbox"/> | DEVIATIONS SHEET                           | Ref Page 8 |
| <input checked="" 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*



AIA Document A310

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, MOHAWK VALLEY MATERIALS, INC., 1914 Black River Blvd. North, Rome, NY 13440, as Principal, hereinafter called the Principal, and UNITED STATES FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Delaware, licensed to do business in the State of New York as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF ROME, 198 N. Washington Street, Rome, NY 13440 as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Amount Bid (\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: RFB-2024-011 R, Green Waste Disposal Site for  
The City of Rome

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise remain in full force and effect.

Signed and sealed this 6th of August, 2024.

Mohawk Valley Materials, Inc.

(Principal)

By:

[Signature] (Seal)

United States Fire Insurance Company

(Surety)

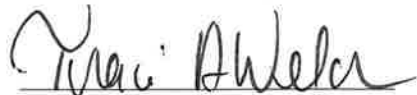
By:

[Signature] (Seal)  
Kimberly A. O'Rourke, Attorney-in-Fact

CORPORATE ACKNOWLEDGMENT

State of New York  
County of Oneida

On the 14<sup>th</sup> day of August, 2024, before me personally came Jenna DeBlasiis to me known who being by me duly sworn, did depose and say; that he is C. Secretary of the Mohawk Valley Materials, Inc. the Corporation described in and which executed the above instrument; that he knows the seal of such said corporation; that the seal affixed to the instrument is such corporate seal that it was so affixed by order of the Board of Directors of the said corporation, and he signed his name thereto by like order.

  
Notary Public

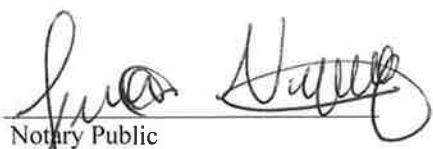
TRACI A. WELCH  
Notary Public in the State of New York  
Qualified in Herkimer County 01WE6152851  
My Commission Expires Sep. 25, 20 26

SURETY ACKNOWLEDGMENT

State of New York  
County of Onondaga

On the 6<sup>th</sup> day of August, 2024, before me a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Kimberly A. O'Rourke known to me to be the Attorney-in-Fact of the United States Fire Insurance Company, the corporation described in and that executed the within and foregoing instrument and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

  
Notary Public

JESSICA LYNN VAZQUEZ  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01VA0014126  
Qualified in Onondaga County  
Commission Expires 10/2027

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06718

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*David L. Mehlbaum, Jesse M. Champagne, Kimberly A. O'Rourke*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Fifty Million Dollars (\$50,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of August, 2024

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY  
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2023

ASSETS	
Bonds (Amortized Value).....	1,726,028,698
Preferred Stocks (Market Value).....	144,307,613
Common Stocks (Market Value).....	2,369,575,849
Mortgage Loans (Market Value).....	1,043,090,964
Cash, Cash Equivalents, and Short Term Investments.....	173,632,698
Derivatives.....	14,049,444
Other Invested Assets.....	508,546,227
Investment Income Due and Accrued.....	31,165,524
Premiums and Considerations.....	531,854,761
Amounts Recoverable from Reinsurers.....	137,741,085
Funds Held by or Deposited with Reinsured Companies.....	153,726,393
Net Deferred Tax Asst.....	192,552,999
Electronic Data Processing Equipment.....	1,126,732
Receivables from Parent, Subsidiaries and Affiliates.....	59,012,393
Other Assets.....	132,253,074
TOTAL ASSETS.....	\$ 7,218,664,454

LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	2,664,609,947
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	75,510,927
Loss Adjustment Expenses.....	432,456,225
Commissions Payable, Contingent Commissions and Other Similar Charges.....	16,849,866
Other Expenses (Excluding Taxes, Licenses and Fees).....	110,490,333
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	35,485,242
Current Federal and Foreign Income Taxes.....	11,452,403
Uncarned Premiums.....	1,120,526,178
Advance Premium.....	21,919,186
Ceded Reinsurance Premiums Payable.....	153,400,619
Funds Held by Company under Reinsurance Treaties.....	63,328,858
Amounts Withheld by Company for Account of Others.....	146,272,077
Provision for Reinsurance.....	1,706,282
Payable to Parent, Subsidiaries and Affiliates.....	25,899,852
Other Liabilities.....	56,882,388
TOTAL LIABILITIES.....	\$ 4,936,790,383
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	761,019,131
Surplus as Regards Policyholders.....	2,281,874,071
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 7,218,664,454

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 19th day of March, 2024.  
UNITED STATES FIRE INSURANCE COMPANY

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.





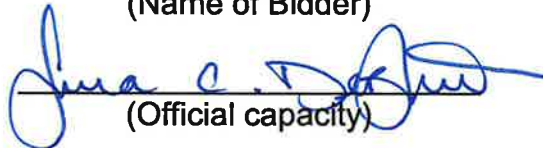
## **NON-COLLUSIVE BIDDING CERTIFICATE**

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.

Mohawk Valley Materials, Inc.

(Name of Bidder)

  
\_\_\_\_\_  
(Official capacity)

RFB 2024-011 R GREEN WASTE DISPOSAL SITE					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	MIXED GREEN WASTE- see description in Technical Specifications	up to 6500	CY	\$6.52	\$42,380.00
B	WOOD CHIPS- Clean- not mixed	500.00	CY	\$2.00	\$1,000.00
C	STUMPS- mixed	500.00	CY	\$6.25	\$3,125.00
D	HARD FILL- see description in Technical Specifications	500.00	CY	\$8.73	\$4,365.00
E	BULK MULCH -FOB-Color to be determined at purchase	100	CY	\$25.00	\$2,500.00
F	TOPSOIL- FOB	200	CY	\$22.50	\$4,500.00

**TOTAL \$57,870.00**

**Please insert the total on Bid Worksheet to complete total bid**

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

131447 / M 7019898-E

# Official Check

49-55  
1031

REMITTER

2673485

GREEN WASTE DISPOSAL

8/15/2024

DATE

PAY

TO THE ORDER OF CITY OF ROME

\$ 1,350.00

\*\*\*One Thousand Three Hundred Fifty Dollars and No Cents\*\*\*

DOLLARS



DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: BOKF, NA, EUFAULA, OK

*Wendy Brown* MP

Two Signatures Required for Amounts Over \$500,000.00

⑈ 2673485⑈ ⑆ 103100551⑆ 0150010428012⑈

Date 8/15/2024

2673485

CUSTOMER COPY

GREEN WASTE DISPOSAL

NBT Bank

CITY OF ROME

\$1,350.00

One Thousand Three Hundred Fifty Dollars and No Cents

JEFFREY M LANIGAN  
MAYOR



JENNIFER L GLEASMAN  
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-2024-011 R  
**BID TITLE:** GREEN WASTE DISPOSAL SITE FOR APPROXIMATELY 8,000 YARDS  
GREEN WASTE, BRUSH, WOOD CHIPS, STUMPS & HARD FILL FROM  
THE CITY OF ROME.

**BID OPENING:** 8/15/2024 at 11:00 AM (local time)

**COMPANY NAME:** Premism Property Maintenance

**MAILING ADDRESS:** 8130 West Thomas St Rome NY

**PHONE:** (315) 225-2406

**FAX:** \_\_\_\_\_

**EMAIL:** Austin.pohl@yahoo.com

**WEBSITE:** \_\_\_\_\_

**SIGNATURE:** [Signature]

**PRINTED NAME/TITLE:** Austin Pohl PremSA

**TOTAL OF BID:** \$ 27,000.00

**TOTAL BID IN WORDS:** Twenty Seven thousand dollars

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

### INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request for Bid for:

**BID NUMBER: RFP-2024-011 R**

**BID TITLE: GREEN WASTE DISPOSAL SITE FOR APPROXIMATELY 8,000 YARDS  
GREEN WASTE, BRUSH, WOOD CHIPS, STUMPS & HARD FILL  
FROM THE CITY OF ROME.**

This sealed bid will be publicly opened and read in the Common Council Chambers  
**8/15/2024 At 11:00 AM (local time)**

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk  
RFP-2024-011 R  
Rome City Hall  
198 North Washington Street  
Rome, NY 13440**

If additional information is required, please contact:

**Joseph G. Guiliano, Commissioner of Public Works  
City of Rome  
198 North Washington Street  
Rome, NY 13440  
Phone: 315-339-7627**

Email: [jguiliano@romecitygov.com](mailto:jguiliano@romecitygov.com)

Bid is available electronically at [WWW.BIDNET.COM](http://WWW.BIDNET.COM), [WWW.ROMENEWYORK.COM](http://WWW.ROMENEWYORK.COM).

Eric Seelig

City Clerk  
July 30, 2024



## **GENERAL CONDITIONS**

### **SCOPE OF WORK:**

Scope of work will be listed under the **TECHNICAL SPECIFICATIONS** pages 11-12.

### **CONTRACT PERIOD:**

Shall be from tentatively September 7, 2024 to December 31, 2025 with (2) extensions of (12) months allowable per the Commissioner of Public Works approval.

### **QUESTIONS REGARDING SPECIFICATIONS:**

Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Jennifer Gleasman at 315-339-7665 or by e-mail to [jgleasman@romecitygov.com](mailto:jgleasman@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 Purchasing Agent, preferably 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.





## **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.

Austin Pold   
(Name of Bidder)

President  
(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 checked="" type="checkbox"/> | PROPOSER'S WARRANTY                        | Ref Page 1 |
| <input checked="" type="checkbox"/> | INSTRUCTIONS TO BIDDERS                    | Ref Page 3 |
| <input checked="" type="checkbox"/> | MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 7 |
| <input checked="" type="checkbox"/> | RESPONSIBLE BIDDER                         | Ref Page 7 |
| <input checked="" type="checkbox"/> | DEVIATIONS SHEET                           | Ref Page 8 |
| <input checked="" 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*



## Green Waste Bid Technical Specifications

- 1) **Green Waste** is defined as any material left after gardening, landscaping work, tree trimming and tree removal that can be reused or recycled, including: Leaves, Grass Clippings, Hedge Trimmings, Brush, Wood Chips, Stumps, Flowers, etc.  
**Hard Fill** is defined as brick, block, broken concrete, Bituminous Asphalt pieces, City street sweepings, etc.
- 2) The City of Rome disposes a **majority** of its green waste daily **during the spring to fall seasonal periods of time. Winter Green Waste is also required and the City will make every attempt to coordinate a drop off when possible.**
- 3) **The Green Waste disposal site must be accessible to the City of Rome DPW vehicles and City of Rome residents Monday through Friday 7:00am to 4:00pm and Saturday 8:00am to 12:00pn(noon) including certain holidays and certain weekends. The City, when possible ,will give prior notification when the need for weekend and holiday use when it is required.**
- 4) The Green Waste disposal site must be accessible to the City of Rome year-round.
- 5) The access road and dumping area at the Green Waste disposal must be a semi-hard surface (for example: road millings, crushed stone, etc.). **During Winter Green Waste drop off, the road must be maintained to allow access. Plowed/Sanded. The City will make every attempt to coordinate a drop off when possible**
- 6) The City of Rome will haul all Green Waste material to the disposal site and pay per cubic yard. The cubic yardage for each vehicle will be determined by the City of Rome. The City of Rome will only pay for the approximate cubic yardage disposed of (for example: a garbage truck with a full capacity of 25 cubic yards, that is only at half capacity, The City of Rome will only pay to dispose of 12.5 cubic yards).
- 7) The Green Waste disposal site must be able to accept approximately 8,000 cubic yards of green waste per year from the City of Rome.
- 8) The Green Waste disposal location will only deal with the City of Rome personnel and vehicles. All Rome residents shall dispose of their green waste at the Rome DPW City

Yard or the selected site location and the City of Rome will haul the material to the disposal site from the DPW City Yard

- 9) The City of Rome will not be responsible for the disposal site accepting green waste from contractor's or private property owners.
- 10) Green Waste disposal site must be either within the City of Rome or within 5 miles of the City of Rome.
- 11) The Green Waste disposal site must submit a beneficial use plan to the City of Rome for the green waste disposed of by the City of Rome. The green waste material disposed of by The City of Rome must be reused or recycled, it cannot be used as fill material.
- 12) The City of Rome reserves the right to reuse any green waste product that they produce, without paying for the disposal cost to the Green Waste disposal site.
- 13) The City of Rome reserves the right to accept or reject any bid submitted for RFB 2024-011R. The City will evaluate each bid and award per best value calculations that best benefit the City of Rome. The tipping quantities are based on a per calendar year basis except for the first year which will run from September 7, 2024 to December 31, 2025.

14) ITEM F- 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 2024-011 R GREEN WASTE DISPOSAL SITE					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	MIXED GREEN WASTE- see description in Technical Specifications	up to 6500	CY	\$ 2	\$ 13,000.00
B	WOOD CHIPS- Clean- not mixed	500.00	CY	\$ 2	\$ 1000.00
C	STUMPS- mixed	500.00	CY	\$ 3	\$ 1500.00
D	HARD FILL- see description in Technical Specifications	500.00	CY	\$ 2	\$ 1000.00
E	BULK MULCH -FOB-Color to be determined at purchase	100	CY	\$ 35	\$ 3500.00
F	TOPSOIL- FOB	200	CY	\$ 35	\$ 7000.00

TOTAL \$ 27,000.00

Please insert the total on Bid Worksheet to complete total bid