

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



BOARD OF ESTIMATE AND CONTRACT
CITY HALL • ROME, NEW YORK 13440-5815

Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE BOARD OF ESTIMATE AND CONTRACT LIVE,
PLEASE VISIT WWW.YOUTUBE.COM/@ROMENEWYORK_OFFICIAL/STREAMS.

BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION

APRIL 25, 2024
3:00 P.M.

- 1. CALL THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF MINUTES OF PRECEDING SESSION**
(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**
 - RES. NO. 87** AUTHORIZING THE CREATION OF ONE (1) PART-TIME POSITION OF ASSISTANT ANIMAL CONTROL OFFICER (AG3510). **Adams**
 - RES. NO. 88** AUTHORIZING THE CITY CLERK TO ADVERTISE FOR THE GREEN WASTE DISPOSAL SITE (RFB-2024-011). **Guiliano**
 - RES. NO. 89** AUTHORIZING THE CITY CLERK TO ADVERTISE FOR THE SUPPLY AND DELIVERY OF UNIFORMS (RFB-2024-006R). **Gleasant**
 - RES. NO. 90** AUTHORIZING THE CITY CLERK TO ADVERTISE FOR AIR MONITORING FOR ASBESTOS CONTAINING MATERIAL (RFB-2024-017). **Domenico**
 - RES. NO. 91** AUTHORIZING THE CITY CLERK TO ADVERTISE FOR COLDMILLING AND RESURFACING PROJECT (RFB-2024-014). **Guiliano**
 - RES. NO. 92** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH HOLLAND COMPANY, INC. (\$111,000.00). **Gleasant**
 - RES. NO. 93** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH VARANO SUPER JUMP, INC. (\$2,080.00). **Hickey**

- RES. NO. 94** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH VARANO SUPER JUMP, INC. (\$2,980.00). **Hickey**
- RES. NO. 95** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH VITALITY FITNESS AND WELLNESS FOR AN AMOUNT NOT TO EXCEED \$1,500.00. **Hickey**
- RES. NO. 96** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE ROME FAMILY YMCA FOR (\$91,340.00). **Hickey**
- RES. NO. 97** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MRB ENGINEERING, ARCHITECTURE AND SURVEYING, D.P.C. (\$100,000.00). **Andrews**
- RES. NO. 98** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MOORE LAND SURVEYING, P.C., FOR AN AMOUNT NOT TO EXCEED \$5,725.00. **Andrews**
- RES. NO. 99** AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH JOAN BENEFIEL & JEREMY LEICHMAN OF FIGURATION, L.L.C., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 271 ADOPTED DECEMBER 14, 2023 (\$11,400.93). **Andrews**
- RES. NO. 100** AUTHORIZING AN EASEMENT WITH NATIONAL GRID FOR PLACING A NEW POWER POLE AT 8509 TURIN ROAD (\$1,300.00). **Guiliano**
- RES. NO. 101** AUTHORIZING THE ACQUISITION OF A UTILITY EASEMENT FROM WOODHAVEN VENTURES, LLC, FOR THE WOODHAVEN COMPLETE STREETS PROJECT. **Andrews**
- RES. NO. 102** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (626 PARRY STREET) TO BUYER FOR \$1,000.00. **Domenico**
- RES. NO. 103** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (628 PARRY STREET) TO BUYER FOR \$1,000.00. **Domenico**
- RES. NO. 104** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR THE LEASING OF ONE 2024 DODGE DURANGO. **Adams**
- RES. NO. 105** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE ROME CHAPTER OF THE NAACP (\$100,000.00). **Mayor Lanigan**

7. TABLED LEGISLATION

8. ADJOURNMENT

RESOLUTION NO. 87

AUTHORIZING THE CREATION OF ONE (1) PART-TIME POSITION OF ASSISTANT ANIMAL CONTROL OFFICER (AG3510).

By _____:

WHEREAS, it is the recommendation of Brian Adams, Treasurer for the City of Rome, that one (1) part-time position of Assistant Animal Control Officer (AG3510) be created, effective April 25, 2024; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) part-time position of Assistant Animal Control Officer (AG3510) be created, effective April 25, 2024; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2024 budget to reflect same.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 88

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR
THE GREEN WASTE DISPOSAL SITE (RFB-2024-011).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the Green Waste Disposal Site (RFB-2024-011); and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 11:00 a.m. on May 9, 2024, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

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

**BID TITLE: GREEN WASTE DISPOSAL SITE FOR APPROXIMATELY 8,000 YARDS
GREEN WASTE, BRUSH, WOOD CHIPS, STUMPS & HARD FILL FROM
THE CITY OF ROME. CONTRACT TERM TO START 7/13/2024**

This sealed bid will be publicly opened and read in the Common Council Chambers
5/09/2024 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
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

Bid is available electronically at WWW.BIDNET.COM, WWW.ROMENEWYORK.COM,

Eric Seelig

City Clerk
April 30, 2024

**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

**BID TITLE: GREEN WASTE DISPOSAL SITE FOR APPROXIMATELY 8,000 YARDS
GREEN WASTE, BRUSH, WOOD CHIPS, STUMPS & HARD FILL FROM
THE CITY OF ROME. CONTRACT TERM TO START APPROX. 7/13/2024**

BID OPENING: 5/09/2024 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

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

**BID TITLE: GREEN WASTE DISPOSAL SITE FOR APPROXIMATELY 8,000 YARDS
GREEN WASTE, BRUSH, WOOD CHIPS, STUMPS & HARD FILL FROM
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This sealed bid will be publicly opened and read in the Common Council Chambers
5/09/2024 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
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

Bid is available electronically at WWW.BIDNET.COM, WWW.ROMENEWYORK.COM,

Eric Seelig

City Clerk
April 30, 2024



GENERAL CONDITIONS

SCOPE OF WORK:

Scope of work will be listed under the [TECHNICAL SPECIFICATIONS](#) pages 11-12.

CONTRACT PERIOD:

Shall be for one year from July 13, 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

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.

(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



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 Monday through Friday 7:00am to 4:00pm, including certain holidays and certain weekends. **The City, when possible will give prior notification when the need for weekend and holiday use 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 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 10 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 2024-011. The City will evaluate each bid and award per best value calculations that best benefit the City of Rome.

RFB 2024-011 GREEN WASTE DISPOSAL SITE					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	MIXED GREEN WASTE- see description in Technical Specifications	up to 6500	CY		
B	WOOD CHIPS- Clean- not mixed	500.00	CY		
C	STUMPS- mixed	500.00	CY		
D	HARD FILL- see description in Technical Specifications	500.00	CY		

TOTAL

Please insert the total on Bid Worksheet to complete total bid

RESOLUTION NO. 89

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR THE
SUPPLY AND DELIVERY OF UNIFORMS (RFB-2024-006R).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the supply and delivery of uniforms for CSEA LOCAL 1000 field workers and AFSCME LOCAL 1088 (RFB-2024-006R); and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 11:00 a.m. on May 9, 2024, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by_____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

PURCHASING DEPARTMENT

ROME CITY HALL ♦ 198 N. WASHINGTON STREET

ROME, NEW YORK 13440-5815

(315) 339-7665 ♦ FAX (315) 838-1165

jgleasman@romecitygov.com

www.romenewyork.com

BID NUMBER: RFB-2024-006R
BID OPENING: 5/9/2024 at 11:00 AM (local time)
BID TITLE: SUPPLY AND DELIVER UNIFORMS FOR THE CITY OF
ROME CSEA LOCAL 1000 FIELD WORKERS & AFSCME
LOCAL 1088

COMPANY NAME: _____

MAILING ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

WEBSITE: _____

SIGNATURE: _____

PRINTED NAME/TITLE: _____

TOTAL OF BID: \$ _____

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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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: RFB-2024-006R
BID TITLE: SUPPLY AND DELIVER UNIFORMS FOR THE CITY OF ROME CSEA LOCAL 1000 FIELD WORKERS & AFSCME LOCAL 1088

This sealed bid will be publicly opened and read in the Common Council Chambers at:

BID OPENING: 5/9/2024 at 11:00 AM (local time)

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

ROME CITY CLERK
RFB-2024-006R
SUPPLY AND DELIVER UNIFORMS FOR THE CITY OF ROME CSEA LOCAL 1000 FIELD WORKERS & AFSCME LOCAL 1088
(Bidders Name)

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

If additional information is required, please contact:

Jennifer Gleasman, Purchasing Agent
City of Rome
198 North Washington Street
Suite B-3
Rome, NY 13440

Phone: 315-339-7665

Fax: 315-838-1165

Email: jgleasman@romecitygov.com

Or, electronically at www.romenewyork.com ; click on Purchasing Department; Bid Opportunities, or go to: www.centralnybidsystem.com

The City of Rome reserves the right to reject any and all bids.

GENERAL CONDITIONS

SCOPE OF WORK:

Supply and deliver uniforms for the CSEA local 1000 Field Workers & AFSCME Local 1088.

CONTRACT PERIOD:

Contract term is for one year from date of execution. Two (2) extensions of twelve (12) months each may be awarded upon mutual written agreement between the City of Rome and the Vendor. Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Jennifer Gleasman at jgleasman@romecitygov.com or 315-339-7665.

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. Prices shall include shipping and handling. All pricing shall remain firm for the term of the contract.

The Consumer Price Index will be the standard for any price adjustments requested for fuel and/or commodities. Such request must be submitted in writing to be considered for approval by the City.

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 proposal 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.

COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

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, Jennifer Gleasman, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

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 per New York State Worker's Compensation Board Form **C105.2** and **DB120.1***
- *Accord Forms are not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.*
- *To obtain appropriate forms to use, including exemption of workers compensation due to self-employment, etc. please go to link www.wcb.state.ny.us or call the NYS Workers' Compensation Board at (877)632-4996.*

General liability

- ***\$1,000,000** for each occurrence of property damage and bodily injury, and not less than*
- ***\$2,000,000** 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 un-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 Clerk no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

RFB-2024-006R
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
 AsianPacific 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)



ATTENTION

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.

1. () BID BOND OR CERTIFIED CHECK
2. () BID SPECIFICATIONS
3. () BIDDERS MANUFACTURING SPECIFICATIONS IF APPLICABLE
4. () BIDDERS REFERENCES
5. () BIDDERS QUALIFICATIONS
6. () MANUFACTURERS WARRANTIES
7. () INSTRUCTIONS TO BIDDERS
8. () RESPONSIBLE BIDDER FORM
9. () DEVIATIONS SHEET
10. () PROPOSER'S WARRANTY (On Page 1)
11. () NON-COLLUSIVE STATEMENT
12. () DELIVERY DATE

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.



TECHNICAL SPECIFICATIONS FOR FIRE DEPARTMENT UNIFORMS

- TAX:** Purchases made by the city of Rome are not subject to any sales tax, federal excise tax or transportation tax.
- PRICE:** Price shall be F.O.B.
- AWARD:** Award will be made to lowest responsible bidder who meets the Technical Specifications. Items offered must meet the requirements of the City of Rome. The City of Rome reserves the right to reject any or all bids, whichever may serve the best interest of the City of Rome.

GENERAL INFORMATION:

1. All measurements and/or fittings to be taken by the vendor, or his/her representative, at a time and place of mutual agreement per satisfactory arrangement with the respective department representatives.
2. All items are to be tailored to fit each individual as designed. After delivery, if further alterations are necessary, they will be made by the vendor at no extra charge to the city.
3. Quantities listed are estimates and may vary up or down. Prices quoted shall remain in effect for two years and shall apply to actual purchase.
4. Requirements for silk screening and embroidery shall be included in the cost.
5. Vendor shall package each order separately with individual's name on outside of package.
6. Permanent label shall be affixed to each garment listing the name of the employee and the measurements of what item. The label must be attached to the garment where it is not visible during wear.
7. The vendor must guarantee that the material and workmanship is of the first quality. Only garments of such quality will be accepted.
8. Samples – All bidders will be required to submit one sample of each item bid. There will be no substitutions of items bid after awarding of the contract without written approval from the City of Rome. All samples submitted must be picked up in the Purchasing Department of City Hall within 30 days after vendor is notified that the bid has been awarded. After 30 days, the samples will be disposed of.
9. Vendor must supply comparable substitute for any discontinued items.

MATERIAL SPECIFICATIONS:

Silk-Screening: The City of Rome logo to be silk-screened on left chest of shirts and jackets in specified colors.

Embroidery: First initial and last name to be embroidered on right chest on shirts and jackets in swiss-tex embroidery in specified colors.

Colors: Please provide shirt pricing for white and colors and ANSI-compliant colors available. Also, provide jacket/coat pricing for colors and ANSI-compliant colors available.

Logo:



“UNIFORM” LANGUAGE IN UNION CONTRACTS ON FOLLOWING 4 PAGES

UNIFORM EMPLOYEE COUNT

DEPT	TOTAL	CSEA	1088	RPA
Animal	2	2		
Bldg Maint	3		3	
Central Maint	10	2	8	
City Yard DPW	41	3	38	
Codes	6	6		
Electric	3	2	1	
Engineering	3	3		
Parking	6		1	5
Parks & Rec	5		5	
Traffic	2		2	
Water Filtration	14	9	5	
Water Pollution	12	10	2	
Water Shop	13	2	11	
Totals	120	39	76	5

UNIFORM DEPARTMENT LIST

DEPT	MODEL	DESCRIPTION
Animal	JZ0662	Jerzee Crew Neck Sweatshirt
Animal	JZ436P	Jerzee Knit w/Pocket
Animal	TM8800	Polar Fleece Jacket
Bldg Maint	JZ0662	Jerzee Crew Neck Sweatshirt
Bldg Maint	JZ0996	Jerzee Hooded Sweatshirt
Bldg Maint	JZ436P	Jerzee Knit w/Pocket
Bldg Maint	RDPT20	Dura Kap Industrial Pant
Bldg Maint	RKW976	Jeans
Bldg Maint	TS100P	100% Cotton Pocket T-Shirt
Central Maint	CHJ001	Detroit Jacket
Central Maint	JZ0662	Jerzee Crew Neck Sweatshirt
Central Maint	JZ436P	Jerzee Knit w/Pocket
Central Maint	RFPD80	Polar Fleece Jacket
Central Maint	RKSP14	Mens L/S Shirt
Central Maint	RKSP24	Mens S/S Shirt
Central Maint	TS100P	Jeans
City Yard DPW	CHR02	Quilt Lined Bib Overall
City Yard DPW	ECO-GCB	Value Mesh Break-Away Vest
City Yard DPW	GM0825	Mack Hoodie
City Yard DPW	GM8110	Tradesman Sweatshirt
City Yard DPW	JZ0996	Jerzee Hooded Sweatshirt
City Yard DPW	JZ436P	Jerzee Knit w/Pocket
City Yard DPW	LUX-SSETP3	T-Shirt w/Pocket Economy Gener
City Yard DPW	LXTJBJ	Bomber Jacket
City Yard DPW	RKPD52	100% Cotton Denim Jean
City Yard DPW	RKPD80	Mens Stone Wash Dungaree
City Yard DPW	RKPT20	Dura Kap Industrial Pant
City Yard DPW	RKSP14	Mens L/S Shirt
City Yard DPW	RKSP24	Mens S/S Shirt
City Yard DPW	RKW976	Jeans
City Yard DPW	TM-045	Palermo Diamond Jacquard Polo
City Yard DPW	TM0620	Mock T-Neck
City Yard DPW	TM0624	Diversion
City Yard DPW	TM2990	Soft Twill Jacket

City Yard DPW	TM3600	Bay Watch Jacket
City Yard DPW	TM7100	Fleece
City Yard DPW	TM7550	1/4 Zip Fleece
City Yard DPW	TMF8358	Expedition Mens Vest
City Yard DPW	TMJ5308	Radium L/W Water Rest Jacket
City Yard DPW	TS100	100% Cotton No Pocket T-Shirt
City Yard DPW	TS100P	100% Cotton Pocket T-Shirt
Codes	RKPC44	100% Cotton Pleated Twill Pant
Codes	RKSP80	Mens Button Down Poplin Shirt
Codes	RKSP90	Mens L/S Button Down Poplin Shirt
Codes	TM6400	Jacket
Electric	BG7217	Mens Long Sleeve Teflon Twill
Electric	DJD995	DJ Mens Softshell
Electric	DJD996	Mens Soft Shell Vest
Electric	HW3013	Mens Polo w/Pocket
Electric	JZ0662	Jerzee Crew Neck Sweatshirt
Electric	JZ0993	Jerzee Zip Hooded Sweatshirt
Electric	JZ436P	Jerzee Knit w/Pocket
Electric	LUXTJBJ	Bomber Jacket
Electric	RKPD80	Mens Stone Wash Dungaree
Electric	TS100P	100% Cotton Pocket T-Shirt
Engineering	BG7216	Mens L/S Poplin
Engineering	CH600	Mens Executive Perf Broadcloth
Engineering	GM0825	Mack Hoodie
Engineering	HW0500	Mens Poly Moist Polo
Engineering	LUX-SSETP3	T-Shirt w/Pocket Economy Gener
Engineering	LUXTJBJ	Bomber Jacket
Engineering	RKPC46	Mens Pleated Front Cotton Pant
Engineering	RKW976	Jeans
Engineering	TM2610	S/S Water Resistant Wind Shirt
Engineering	TM2650	1/4 Zip Wind Jacket
Engineering	TM935	Regan Zip Fleece
Parks & Rec	JZ436P	Jerzee Knit w/Pocket
Parks & Rec	RKPD80	Mens Stone Wash Dungaree
Parks & Rec	RKPT20	Dura Kap Industrial Pant
Parks & Rec	RKW976	Jeans

Parks & Rec	TS100P	100% Cotton Pocket T-Shirt
Traffic	J436P	Jerzee Knit w/Pocket
Traffic	RKPD70	Mens Loose Jean
Water Filtration	BG7217	Mens Long Sleeve Teflon Twill
Water Filtration	BG7217S	Mens Short Sleeve Twill Shirt
Water Filtration	BG7224	S/S Wicking Polo
Water Filtration	BG9950	Color Block Polar Fleece
Water Filtration	CHC003	Artic Duck Coat
Water Filtration	HW0200	60/40 S/S Pique Polo
Water Filtration	HW200P	Pique Knit Shirt W/P
Water Filtration	JZ0662	Jerzee Crew Neck Sweatshirt
Water Filtration	JZ0996	Jerzee Hooded Sweatshirt
Water Filtration	JZ436P	Jerzee Knit w/Pocket
Water Filtration	RKPD80	Mens Stone Wash Dungaree
Water Filtration	RKW976	Jeans
Water Filtration	TM2500	Windshirt
Water Filtration	TM6000	Achiever Jacket
Water Filtration	TM8350	Fleece Vest
Water Filtration	TM8800	Polar Fleece Jacket
Water Filtration	TS100L	100% Cotton L/S T-Shirt
Water Filtration	TS100P	100% Cotton Pocket T-Shirt
Water Pollution	BG7216	Mens L/S Poplin
Water Pollution	BG7217S	Mens Short Sleeve Twill Shirt

Water Pollution	DJD950	Mens Windcheater Wind Short M
Water Pollution	DJD995	DJ Mens Softshell
Water Pollution	HW0200	60/40 S/S Pique Polo
Water Pollution	HW200P	Pique Knit Shirt W/P
Water Pollution	JZ0662	Jerzee Crew Neck Sweatshirt
Water Pollution	JZ0996	Jerzee Hooded Sweatshirt
Water Pollution	JZ436P	Jerzee Knit w/Pocket
Water Pollution	RKPD80	Mens Stone Wash Dungaree
Water Pollution	RKPT20	Dura Kap Industrial Pant
Water Pollution	RKW976	Jeans
Water Pollution	SMCS412	Snag Proof Polo
Water Pollution	TM8800	Polar Fleece Jacket
Water Pollution	TS100P	100% Cotton Pocket T-Shirt
Water Shop	CHR02	Quilt Lined Bib Overall
Water Shop	GM0825	Mack Hoodie
Water Shop	LUX-ATRNSM	Class 2 Zipper Safety Vest
Water Shop	LUX-SSETP3	T-Shirt w/Pocket Economy Gener
Water Shop	LUXTJBJ	Bomber Jacket
Water Shop	RKPD80	Mens Stone Wash Dungaree
Water Shop	RKPT20	Dura Kap Industrial Pant
Water Shop	RKPT32	Mens Pleated Work Pant
Water Shop	RKS976	Jeans
Water Shop	RKSP24	Mens S/S Shirt
Water Shop	RKSP80	Mens Button Down Poplin Shirt
Water Shop	RKSP90	Mens L/S Button Down Poplin Shirt
Water Shop	TM0118	Knit Golf Shirt
Water Shop	TM0610	Alumnus
Water Shop	TM7285	Grenada Micro Fleece
Water Shop	TMF681	Sueded Finish P/O Sweatshirt
Water Shop	TS100P	100% Cotton Pocket T-Shirt

UNIFORM ITEM LIST (QUANTITY 1 EACH)

ITEM NO	MODEL	DESCRIPTION	UNIT PRICE
1	BG7216	Mens L/S Poplin	
2	BG7217	Mens Long Sleeve Teflon Twill	
3	BG7217S	Mens Short Sleeve Twill Shirt	
4	BG7224	S/S Wicking Polo	
5	BG9950	Color Block Polar Fleece	
6	CH600	Mens Executive Perf Broadcloth	
7	CHC003	Artic Duck Coat	
8	CHJ001	Detroit Jacket	
9	CHR02	Quilt Lined Bib Overall	
10	DJD950	Mens Windcheater Wind Short M	
11	DJD995	DJ Mens Softshell	
12	DJD996	Mens Soft Shell Vest	
13	ECO-GCB	Value Mesh Break-Away Vest	
14	FE00712	2 in 1 Glove	
15	GM0825	Mack Hoodie	
16	GM8110	Tradesman Sweatshirt	
17	HATS05	Full Twill Ball Cap	
18	HW0200	60/40 S/S Pique Polo	
19	HW0500	Mens Poly Moist Polo	
20	HW200P	Pique Knit Shirt W/P	
21	HW3013	Mens Polo w/Pocket	
22	HW3660	3 Season Jacket	
23	J436P	Jerzee Knit w/Pocket	
24	JZ0662	Jerzee Crew Neck Sweatshirt	
25	JZ0993	Jerzee Zip Hooded Sweatshirt	
26	JZ0996	Jerzee Hooded Sweatshirt	
27	JZ436P	Jerzee Knit w/Pocket	

28	LUX-ATRNSM	Class 2 Zipper Safety Vest	
29	LUX-SSETP3	T-Shirt w/Pocket Economy Gener	
30	LUX-SSETP3	T-Shirt w/Pocket Economy Gener	
31	LUXTJBJ	Bomber Jacket	
32	RDPT20	Dura Kap Industrial Pant	
33	RFPD80	Polar Fleece Jacket	
34	RKPC44	100% Cotton Pleated Twill Pant	
35	RKPC46	Mens Pleated Front Cotton Pant	
36	RKPD52	100% Cotton Denim Jean	
37	RKPD70	Mens Loose Jean	
38	RKPD80	Mens Stone Wash Dungaree	
39	RKPT20	Dura Kap Industrial Pant	
40	RKPT21	Industrial Work Pants	
41	RKPT26	Mens Uniform Shorts	
42	RKPT32	Mens Pleated Work Pant	
43	RKS976	Jeans	
44	RKSP14	Mens L/S Shirt	
45	RKSP24	Mens S/S Shirt	
46	RKSP80	Mens Button Down Poplin Shirt	
47	RKSP90	Mens L/S Button Down Poplin Shirt	
48	RKW976	Jeans	
49	SMCS412	Snag Proof Polo	
50	TM0118	Knit Golf Shirt	
51	TM-045	Palermo Diamond Jacquard Polo	
52	TM0610	Alumnus	
53	TM0620	Mock T-Neck	
54	TM0624	Diversion	
55	TM2500	Windshirt	
56	TM2610	S/S Water Resistant Wind Shirt	
57	TM2650	1/4 Zip Wind Jacket	
58	TM2990	Soft Twill Jacket	

59	TM3600	Bay Watch Jacket	
60	TM6000	Achiever Jacket	
61	TM6400	Jacket	
62	TM7100	Fleece	
63	TM7285	Grenada Micro Fleece	
64	TM7550	1/4 Zip Fleece	
65	TM8350	Fleece Vest	
66	TM8800	Polar Fleece Jacket	
67	TM935	Regan Zip Fleece	
68	TMF681	Sueded Finish P/O Sweatshirt	
69	TMF8358	Expedition Mens Vest	
70	TMJ5308	Radium L/W Water Rest Jacket	
71	TS100	100% Cotton No Pocket T-Shirt	
72	TS100L	100% Cotton L/S T-Shirt	
73	TS100P	100% Cotton Pocket T-Shirt	
74	TS100P	100% Cotton Pocket T-Shirt	
TOTAL UNIT PRICE			



PREVAILING WAGE SCHEDULE

FOR ARTICLE 8, SECTION 220 PUBLIC WORK PROJECTS or ARTICLE 9, SECTION 230 BUILDING SERVICE PROJECTS

A unique Prevailing Wage Case Number has been assigned to the schedule for this project. Updated PDF copies of your schedule can be accessed by entering the assigned PRC number at the proper location at:

<http://wpp.labor.state.ny.us/wpp/doPublicNewProject.do>

PRC No (not applicable)

If you do not have internet access, you may contact the City of Rome Purchasing Department at 315-339-7665 to request a copy of the prevailing rate schedule provided for this project.

CERTIFIED PAYROLLS - WAGE RATES

In accordance with the New York State Labor Law every contractor should submit to the City of Rome their original certified payroll records for work performed in conjunction with this project within thirty days after issuance of the first payroll, and every thirty days thereafter (if applicable) a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. Payment cannot be made to contractors until the City has received the Certified Payroll(s). In addition, contractors will be responsible for posting, in a prominent and accessible place on the site of the job, a legible statement of all wage rates and supplements. For your information, the contract requirements and prevailing wage rate schedule, with a detailed explanation concerning your obligations under the New York State Labor Law has been included in this proposal.

An increase in wage rates can only be allowed during the term of this contract if the NYS Department of Labor publishes new wage rates for the trades designated in these specifications. Any increase in the hourly rate will be limited to the difference between the hourly rates contained in these specifications compared to those issued after this bid awarded.

Corporations, partnerships and sole proprietors submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate, or above, in accordance with the current NYS Labor Laws in effect during the course of the project. This includes all owners, partners, and other management and other employees as required.

NOTE: Vendors currently on the NYS Labor Department Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the City that they are currently in good standing with the NYS Department of Labor at the time of the bid or quote.

RESOLUTION NO. 90

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR AIR MONITORING FOR ASBESTOS CONTAINING MATERIAL (RFB-2024-017).

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for air monitoring for asbestos containing material (RFB-2024-017); and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 11:00 a.m. on May 15, 2024, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by_____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

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 May 15, 2024, for the following project:

RFB-2024-017

Project Monitoring & Air Sample Professional Services

PROJECT DESCRIPTION

The City of Rome is requesting bids for Project Monitoring, Air Sampling and Analyses required by New York State Industrial Code 56, during the rehabilitation or demolition of structures within the City of Rome.

BID OPENING

Bid will be publically opened and read aloud at 11:00 a.m., local time, May 15, 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-2024-017

(Bidders Name)

EXAMINATION OF DOCUMENTS

Bid materials can be inspected at the following locations:

- Office of the Rome City Clerk,
Rome City Hall
198 North Washington Street, Rome, NY, 13440

BID MATERIALS

Bids will be advertised electronically at:

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

PRE-BID CONFERENCE & PROJECT QUESTIONS

There will be no pre-bid conference for this bid. All questions should be directed to:

Nick Facciolo

Phone: (315)339-7637

nfacciolo@romecitygov.com

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.

SPECIAL BID LANGUAGE

Comply with all federal contract provisions including but not limited to Equal Employment Opportunities, Debarment and Suspension, Anti Lobbying, Small and Minority-owned and Women-owned Businesses, Drug-Free Workplaces, Non-Discrimination, Federal Labor Standards.

Comply with all HUD Section 3 provisions. HUD Section 3 Code of Federal Regulation at 24 CFR 135 applies to construction contracts exceeding the \$200,000 threshold. All applicable regulations must be followed if bid total exceeds the threshold.

Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training or employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.

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.

Rome City Clerk,
Eric Seelig

Legal Date: XX/XX/XXXX

I. BACKGROUND INFORMATION

The City of Rome is requesting bids related to services for the Project Monitoring and Air Sampling Services for buildings containing Presumed Asbestos Containing Materials (PACM), Asbestos Containing Materials (ACM), and asbestos materials in buildings within the city slated for rehabilitation, demolition or enforcement actions. The scope of work will also include air monitoring and air sampling services for properties owned by the City of Rome. All work performed under this RFB shall be in accordance with the current Part 56 Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (12 NYCRR Part 56).

II. SCOPE OF SERVICES

The Scope of Work is as follows:

1. The Asbestos Project Monitor shall be responsible for:
 - a. Assisting in decision making regarding selection of procedures;
 - b. Enforcing the Site Specific Variance Requirements;
 - c. Touring the work area with the Contractor or Owner and agreeing on pre-abatement conditions of work area;
 - d. Inspecting and approving or disapproving barriers and decontamination enclosure systems;
 - e. Meeting with the Contractor or his representative daily to review work progress, solve problems, and adjust procedures;
 - f. Collecting air samples as required in the variance;
 - g. Keeping the daily log of on-site inspections concerning Contractor's compliance with the specifications. The log will list the names of all persons entering the work area. The log will also show the worker's license identification cards where checked to ensure that all workers are licensed by New York State;
 - h. Prepare a final Project Monitoring Report
 - i. Informing the owner immediately of any non-conforming work.
 - j. Submitting all laboratory reports and backup electronically direct to Owner and Construction Manager.
 - k. Providing a final report summarizing services including but not limited to site logs, submittals, air sampling reports, clean letters, any bulk samples, waste manifest forms, and any pertinent data.

III. MINIMUM QUALIFICATIONS

All firms that submit a bid shall be required to meet the following minimum qualifications:

1. The firm must have a minimum of five (5) years experience in asbestos survey and sampling projects in accordance with New York State Industrial Code Rule 56.
2. The firm must be on file with the NYS Department of Labor the requisite licensing for the business to conduct asbestos abatement in New York State and employee certification for supervisors and handlers. Certificates will need to accompany the proposal.

IV. PROPOSAL REQUIREMENTS

Four (4) hard copies and 1 digital copy (USB flash drive) is required to be considered a complete bid. Submissions must include answers to all questions below. Bids are to be on 8-1/2" x 11" sheets, with your firm's name on each page. Each answer should be numbered, titled, and answered in the order presented below. Bids must not exceed fifteen (15) pages in length.

A. General Information

1. Name and address of firm
2. Telephone Number
3. Fax Number
4. E-mail address
5. Headquarters/parent company location
6. Date the company was founded
7. Internet website address
8. Proof of liability insurance and workers compensation

B. Experience

Describe your firm's experience in providing asbestos project monitoring and air sampling work. Provide a list of three (3) references including: name, address, phone number, e-mail address, and a brief description of services provided.

C. Schedule

Time is of the essence. All prices should reflect the ability of the proposer to start work immediately following approval and award by the City of Rome and be completed within the time allotted for the work.

D. Project Staff

Provide the name of the individuals who will be directly working on this project, and his or her experience and qualifications. Sub-consultant information and qualifications, including any laboratory to be used for analysis, proposed for the project are also required. Copies of the **current** licenses granted by the State of New York required for this work shall accompany this quotation.

E. Insurance Requirements

The firm must provide proof of Liability Insurance in the amount of \$1,000,000/\$2,000,000 single occurrence/aggregate, proof of Worker's compensation insurance, and automobile insurance. The City of Rome must be names as additionally insured. See attached insurance requirement forms.

V. COST

A lump sum price for abatement of all the structures identified below shall be provided as indicated on the attached Bid Form. The lump sum cost shall include all expenses associated with the abatement including removal and disposal of all ACM identified in this RFB prior to demolition. The Contractor shall file the Municipality Waiver of Notification Forms with the NYSDOL therefore waiving any notification fees required. Do not include any notification fees in bid.

VI. Listing of Properties Included Under This Bid

- a. 6745 Greenway Road
- b. 503 Floyd Avenue
- c. 605 Floyd Avenue
- d. 115 Lawrence Street
- e. 209 Kossuth Street
- f. 321 Kossuth Street
- g. 411 W. Thomas Street
- h. 1213 Clinton Street
- i. 518 Roberts Street
- j. 407 South James Street
- k. 148 River Street
- l. 153 N. Crescent Drive
- m. 155 N. Crescent Drive
- n. 157 N. Crescent Drive
- o. 159 N. Crescent Drive

RESOLUTION NO. 91

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR COLDMILLING
AND RESURFACING PROJECT (RFB-2024-014).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for Coldmilling and Resurfacing Project (RFB-2024-014); and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 11:00 a.m. on May 16, 2024, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by_____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Bid Advertisement

Sealed bid will be received by the City Clerk of the City of Rome, New York, up until:
MAY 16, 2024, 11:00 AM for the following project:

RFB-2024-014

2024 Cold Milling and Resurfacing Project

BID OPENING

Bid will be publicly opened and read aloud on MAY 16, 2024 at 11:00 AM.

Bids will be opened in the Council Chambers located at:

198 North Washington St, Rome, NY, 13440

Rome City Hall, 2nd Floor

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 or 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-2024-014 2024 Cold Milling and Resurfacing Project

BID MATERIALS

Bids will be advertised electronically at:

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

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 that obtain contract documents from a source other than the issuing locations must notify the City of Rome in order to be placed on the official plan holders list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holders list will not be accepted. To be placed on the official plan holders list please contact:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

ADDENDA

The City will issue addenda once all project and bid questions have been received. The City will not respond to bidder's questions after May 9, 2024.

PRE-BID CONFERENCE & PROJECT QUESTIONS

There will be no pre-bid conference for this project bid.

All project and bid questions must be received by:

May 9, 2024

All questions should be directed to:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

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, NY. 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 based on race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the Right to Reject any and all bid proposals deemed to be NOT in the best interest of the City.

The City of Rome also reserves the Right to Accept any bid proposal deemed to be in the best interest of the City.

Dated: April 25, 2024

Eric Seelig, City Clerk

City of Rome, NY

Board of Estimate and Contract

RESOLUTION NO. 92

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH HOLLAND COMPANY, INC. (\$111,000.00).**

By _____:

WHEREAS, Jennifer Gleasman, Purchasing Agent for the City of Rome, New York, has recommended that the City of Rome, New York retain the services of Holland Company, Inc., for the supply and delivery of 200 dry tons of liquid aluminum sulfate, for a total amount not to exceed \$111,000.00 for a period of one year effective upon the date of execution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Holland Company, Inc., for the supply and delivery of 200 dry tons of liquid aluminum sulfate, for a total amount not to exceed \$111,000.00 for a period of one year effective upon the date of execution, pursuant to the attached Bid Documents which are made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

PURCHASING DEPARTMENT

ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7665 ♦ FAX (315) 838-1165
jgleasman@romecitygov.com
www.romenewyork.com

BID NUMBER: RFB-2024-005

**BID TITLE: THE SUPPLY AND DELIVER APPROXIMATELY 200 DRY TONS OF
LIQUID ALUMINUM SULFATE ANNUALLY TO CITY OF ROME
WATER FILTRATION PLANT.**

BID OPENING: 4/4/24 at 11:00 AM (local time)

COMPANY NAME: Holland Company, Inc.

MAILING ADDRESS: 153 Howland Avenue

Adams, MA 01220-1199

PHONE: 413-743-1292 / 1-800-639-9602

FAX: 413-743-1298

EMAIL: hcoffice@hollandcompany.com

WEBSITE: www.hollandcompany.com

SIGNATURE: 

PRINTED NAME/TITLE: Matthew B Holland, Manager

***TOTAL OF BID: \$** 111,000.00 **(200 dry tons x \$555.00 per dry ton)**

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.

- * Same day emergency, weekend, and holiday delivery available.
See enclose Technical Support and After Hours Telephone List.

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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-2024-005

BID TITLE: THE SUPPLY AND DELIVER APPROXIMATELY 200 DRY TONS OF LIQUID ALUMINUM SULFATE ANNUALLY TO CITY OF ROME WATER FILTRATION PLANT.

This sealed bid will be publicly opened and read in the Common Council Chambers on **4/4/2024 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
RFB-2024-005
Rome City Hall
198 North Washington Street
Rome, NY 13440**

If additional information is required, please contact:

**JENNIFER GLEASMAN, PURCHASING AGENT
City of Rome
198 North Washington Street
Suite 1-C
Rome, NY 13440**

Phone: 315-339-7665

Fax: 315-838-1165

Email: jgleasman@romecitygov.com

Bid is available electronically at WWW.BIDNET.COM , WWW.ROMENEWYORK.COM , WWW.MVBE.COM



GENERAL CONDITIONS

SCOPE OF WORK:

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

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

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. The Consumer Price Index will be the standard for any price adjustments requested for fuel and/or commodities. Such request must be submitted in writing to be considered for approval by the City.

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.

COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the bid an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

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.

GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

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.

No deviations, The Liquid Aluminum Sulfate to be supplied is manufactured using unrefined Bauxite Ore and Sulfuric Acid as specified


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.

Holland Company, Inc.

(Name of Bidder)



Manager

(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 |
| (✓) BIDDERS LIST OF REFERENCES | Supplied By Bidder |

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



TECHNICAL SPECIFICATIONS

LIQUID ALUMINUM SULFATE

QUANTITIES: Quantity is approximate; contract shall be for the actual quantity ordered during the contract period. The quantity of Liquid Aluminum Sulfate shall be approximately 200 dry tons per annum.

TAX: Purchases made by the city of Rome are not subject to any sales tax, federal excise tax or transportation tax.

PRICE: Price shall be F.O.B. Rome Water Filtration Plant, 6105 Stokes-Lee Center Road, Lee Center, NY 13363

AWARD: Award will be made to lowest responsible bidder who meets the Technical Specifications. Items offered must meet the requirements of the City of Rome and must be approved by the City or Rome Public Works Commissioner, or his authorized agent. The City of Rome reserves the right to reject any or all bids, whichever may serve the best interest of the City of Rome.

DELIVERY: Delivery of Aluminum Sulfate shall be in liquid form in tank truck shipments not to be less than 40,000 lbs each when called for during the contract period. Supplier will not charge extra for weekend, holiday or "after hours" deliveries.

MATERIAL SPECIFICATIONS: The Liquid Aluminum Sulfate shall be certified pursuant to American National Standards Institute (ANSI)/National Sanitation Foundation (NSF) Standard 60. It shall meet all applicable requirements of AWWA and the New York State Health Department. The vendor will furnish an Affidavit of Compliance with the ANSI/NSF Std 60 with the bid.

The Liquid Aluminum Sulfate supplied must be manufactured using un-refined Bauxite ore and

Sulfuric Acid. Hydrate-based material will not be accepted.

The product must contain a minimum of 8.3% Aluminum Sulfate and have a pH of 2.1 to 2.5. Alum should not contain any free acid.

DEVIATIONS

FROM SPECIFICATIONS: A bidder may submit a proposal containing deviations from the Detailed Specifications and shall state wherein his bid differs from the specifications. Consideration may or may not be given to any or all such deviations, whichever is in the best interests of the City of Rome, New York.

MSDS:

A Material Safety Data Sheet must be included with the first shipment.



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Bidder References List

1. City of Rome, New York
Water Treatment Plant
Justin Pacheco (315) 339-7777
2. City of Oneida, New York
Water Treatment Plant
Travis Mehl (315) 363-9377
3. Town of Queensbury, New York
Water Treatment Plant
Chris Harrington (518) 793-8866

Bidder Qualifications, Warranty, Delivery Schedule

Holland Company has been supplying Liquid Aluminum Sulfate to the City of Rome for more than 20 years. Holland Company continues to have the resources to manufacture and deliver Liquid Aluminum Sulfate to the City of Rome on an as needed basis. Holland Company has multiple Technical Service Representatives available to help with coagulant performance at the water plant. Holland Company has the closest plant to the City of Rome manufacturing Liquid Aluminum Sulfate with Bauxite Ore as specified, enabling us to provide quick and reliable delivery service. In the unlikely event substandard material is delivered to the City of Rome, Holland Company will remove and replace it at no cost.



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Holland Company – Customer Care Technical Support

Holland Company offers technical support to assist in the use and application of its complete line of water treatment coagulants. Our support staff has a combined 60 years of experience in potable and wastewater treatment. This coagulant expertise is available to assist in meeting the numerous stringent treatment challenges you face.

We offer several levels of annual service:

1. Remote Tech Support

This includes phone or electronic communication to answer treatment questions and offer diagnostic suggestions, coagulant use guidelines and general water treatment chemistry information. Coverage is within three hours on normal business days, eight hours nights, weekends and holidays.

Remote Tech Support – \$75.00 per hour

2. On Site Tech Support

This includes all services listed above and Technical support at the treatment plant site or other designated area. Additional support items include jar testing, coagulant feed rate and pump setting checks, storage tank and coagulant feed system inspection.

On site Tech Support- \$150.00 per hour

3. Product Evaluation

Jar testing, pilot study coagulant evaluation and coagulant optimization studies. Pilot studies project support.

Product Evaluation - \$500 to \$750 per day per staff member, as determined by project review

4. Delivery Service

Holland Company will provide same day emergency, weekend and holiday delivery at no charge. See attached After Hours telephone list.

Please contact us for information: techsupport@hollandcompany.com or 1-800-639-9602

NOTE: TECHNICAL SUPPORT FEES WILL NOT BE CHARGED TO HOLLAND COMPANY CUSTOMERS



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Bauxite Based Alum – the Green Choice

Aluminum Sulfate (Alum) is used extensively to clean drinking water and also wastewater so it can be safely returned to the environment. Liquid Alum is also widely used in manufacturing processes.

Alum is most often manufactured using either Chemical Grade Bauxite ore or alumina trihydrate which is made from Metal Grade Bauxite. Chemical Grade Bauxite is found worldwide with sources from South America often used in North American Alum plants.

Manufacturing

Alum made from high quality Chemical Grade Bauxite ore requires relatively low energy inputs. Select grades of ore are mined, washed and dried before shipment. Upon arrival at an Alum plant, the ore is ground and then mixed with sulfuric acid and filtered.

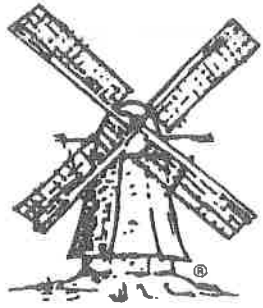
Alum made from Alumina trihydrate requires far greater power inputs. The energy needed to get bauxite to a processing refinery is just the start. To convert Metal Grade Bauxite to Alumina trihydrate additional processing includes: desilication, caustic digestion, clarification, precipitation, evaporation, classification and finally drying. This process creates large quantities of waste Red Mud which must be stock piled and further managed. These steps result in Alumina trihydrate which is then transported to an Alum plant for conversion to Alum.

Actual energy needs vary depending on Bauxite characteristics and transportation needs. Estimates* show less than 1.5 kilograms of fuel oil and less than 5 kWh of electricity, for a total of 37.5 kWh are consumed per tonne of bauxite mined to make Bauxite based Alum.

To make Alumina trihydrate, energy consumption is around 11.5 Giga Joules equal to 3195 kWh per tonne of Bauxite mined. This is more than 75 times the energy needed to convert Bauxite for Alum manufacturing.

The much simpler direct Bauxite to Alum manufacturing process saves very significant quantities of energy. This reduces production of Green House Gases while making a valuable product used daily to clean drinking water and wastewater for millions of people.

*The International Aluminum Institute, 2012. <http://bauxite.world-aluminium.org/refining/energy-efficiency.html>



Holland
C O M P A N Y

"AFTER HOURS" CONTACT LIST

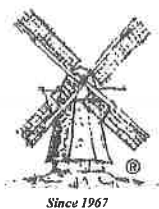
Phone list for after hours, weekend and holiday deliveries/service.

Please contact us by starting at top of the list.

Holland Company Plant :	413-743-1292 or 1-800-639-9602
Timothy Koperek	413-664-7329, mobile 413-441-9215
Jon-Luc Goodrich	413-281-7759
Mike Holland	413-884-4291
Jim Holland	413-822-8754
Matt Holland	413-464-5125
Daniel Holland:	413-458-3175
Thomas Holland:	413-458-5093

HOLLAND COMPANY, INC.

"AFTER HOURS" CONTACT LIST



Holland Company, Inc.

153 Howland Ave. Adams Massachusetts 01220 U.S.A. / 413-743-1292 / www.hollandcompany.com

LIQUID ALUMINUM SULFATE

Aluminum Sulfate Hydrate - Basic

CAS # 17927-65-0

Certified by NSF International as meeting NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals
Complies with current AWWA Standards for Aluminum Sulfate – Liquid

Manufactured in Adams MA at an NSF International Registered & Inspected Facility

ORDER - DELIVERY - SERVICE (24/7)

TYPICAL PROPERTIES & CHARACTERISTICS

Al_2O_3 : 8.1% - 8.4% **Basicity**: 0.3% \pm 0.2% **pH as is @ 77°F (25°C)**: 2.1 - 2.5
S.G. @ 60°F (15.6°C): 1.325 - 1.333 **Appearance**: Amber, clear to slight haze **Freeze Pt**: 4°F (-15°C) approx.

STORAGE & USE

Storage

In closed, labeled containers kept in a secure area.
Recommended to annually empty tanks, inspect and clean as needed.
Temperature: 40°F-100°F

Use

Recommended using full strength within 12 months of delivery

Orders or Technical Help call

800-639-9602 / 413-743-1292, Option to order using online customer access.

Normal lead time for bulk delivery

1-2 days. Deliveries made 7 days per week including holidays.

Emergency service

Same day emergency delivery can be available.

Packaging

Bulk Tank Truck, Mini Bulk

Refer to the Safety Data Sheet (SDS) before using or handling

The information set forth herein is furnished free of charge and is based on technical data that Holland believes to be reliable.

It is intended for use by persons having technical skill and at their own discretion and risk. Since conditions of use are outside our control, Holland Company makes no warranties, expressed or implied, and assumes no liability in connection with any use of this information. Nothing herein is or be taken as a license to operate under or a recommendation to infringe any patents.



Holland Company

LIQUID ALUMINUM SULFATE

Aluminum Sulfate Hydrate – Basic

Safety Data Sheet

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name: Liquid Aluminum Sulfate Hydrate (Basic)

Other means of Identification: SDS ID Liquid Aluminum Sulfate

Recommended use of chemical and restrictions on use: Water treatment and industrial applications

Company Information:

Holland Company, Inc.
153 Howland Avenue
Adams, MA 01220 U.S.A.
Phone: 413-743-1292

Emergency Phone:

Holland Company	1-800-639-9602
Chemtrac (USA)	1-800-424-9300
CANTUTEC (Canada)	1-613-996-6666

SECTION 2. HAZARDS IDENTIFICATION



WARNING
IRRITANT AVOID CONTACT



WARNING
MAY BE CORROSIVE TO SOME METALS

Hazard Statements

Irritating to eyes. Category 2

Skin contact may result in mild irritation.

Do not ingest May be harmful if swallowed. Category 5

May be corrosive to some metals. Category 1

Precautionary Statements

Avoid direct contact.

Use protective equipment if direct contact is possible.

Wash hands and any exposed skin thoroughly after contact.

Store and transfer using equipment of appropriate corrosion resistant materials of construction.



SECTION 3. COMPOSITION / INFORMATION ON INGREDIENTS

Substance

Chemical name: Aluminum Sulfate (liquid)

Name: Liquid Aluminum Sulfate Hydrate - Basic

CAS#: 17927-65-0

Impurities: NA. No impurities or additives which are themselves classified and which contribute to the classification of this substance.

SECTION 4. FIRST AID MEASURES

Eye contact: Acute irritation.

Immediately rinse eyes with water for an extended period.

If irritation persists, get medical attention.

Skin contact: Possible acute irritation.

Remove contaminated clothing - footwear and wash skin with water.

If irritation develops get medical attention.

Ingestion: Possible acute discomfort.

In case of ingestion. Drink large amounts of water. Do not induce vomiting.

Get immediate medical advice.

Inhalation of mist: Possible acute irritation.

Remove from continued exposure.

If irritation or breathing difficulty occurs get immediate medical attention.

Most important symptoms/effects:

Serious eye irritation. Irritation to gastrointestinal tract.

Indication of immediate attention and special treatment needed:

If after direct contact, you feel unwell seek medical advice. Notes to physician treat symptomatically.

SECTION 5. FIRE FIGHTING MEASURES

Suitable extinguishing media:

Product is not flammable and will not burn. Use water to cool and maintain integrity of containers.

Unsuitable extinguishing media:

None identified.

Specific hazards from chemical:

Negligible fire hazard.

Hazardous combustion products from a fire may be oxides of sulfur.

Protective equipment:

As in any fire, appropriate firefighting protective gear and self-contained breathing apparatus (MSHA/NIOSH approved or equivalent) should be used.



SECTION 6. ACCIDENTIAL RELEASE MEASURES

General:

Site specific procedures to address accidental spills are necessary as dictated by facility design, location, staffing, containment structures, and regulatory requirements.

Personal protection, protective equipment, and emergency services:

In the event of a spill clear unnecessary staff from spill area, isolate area and restrict entry. Avoid eye and skin contact with spilled material. If direct contact with spilled material is likely use protective equipment to prevent contact with eyes and skin. Do not release into sewers or waterways.

Methods and materials for containment and clean up:

Prevent further leakage or spillage if safe to do so. Manage spilled liquid using containment structures or inert materials to collect for reuse. Product not reused can be neutralized and converted to aluminum hydroxide using a mild alkali such as soda ash, or calcium carbonate (agricultural lime). Neutralized residue can be swept up or rinsed down with water and captured using absorbent materials for disposal in accordance with local, state, province, and federal regulations.

Caution: When neutralizing large spills CO₂ will be created and can be a breathing hazard.

Take steps to provide adequate ventilation.

SECTION 7. HANDLING AND STORAGE

Incompatible Chemicals and Materials:

Avoid contact with sodium hypochlorite (bleach), chlorites, sulfites, strong bases, aqua ammonia. Avoid contact with common metals which may result in corrosion over time.

Containment:

Storage tanks should have a dedicated liquid tight secondary containment system to minimize the possibility of a release into the environment and to prevent contact with incompatible chemicals.

General hygiene:

Do not eat, drink, take medication or smoke when direct contact is possible. Always thoroughly wash hands after leaving a work area where contact is possible or has occurred.

Storage and transfer:

Store in covered containers in a secure location. To minimize the possibility of a release into the environment or contact with incompatible materials, storage tanks should have a dedicated liquid tight secondary containment system. Have storage tanks, containers, and transfer systems properly labeled for contents. Annually empty storage tanks to inspect and clean. Perform regular maintenance cleaning of the transfer system. For accepting deliveries have procedures for determining product quantity in storage tanks. Use tanks, containers, and transfer systems, pumps, valves, and process control instrumentation of appropriate materials of construction. Some materials commonly used are FRP, PVC, CPVC, Teflon[®], and stainless steel. Over time, common metals such as steel, iron, copper, and aluminum may experience corrosion and their use should be avoided.

Temperature for storage:

Preferred storage temperature range is 5°C-38°C (40°F-100°F). Outside of these temperature ranges product handling and shelf life may be affected.

Ventilation:

No special requirements.

Personal protection:

If direct contact with material is likely use appropriate protective equipment.



SECTION 8. EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure guidelines:

No exposure limits noted for this substance.

Appropriate engineering controls:

Eyewash stations. Showers. Local passive ventilation is typically used. Under normal conditions respiratory protective equipment is not needed.

Individual protection measures, such as personal protective equipment:

Wear appropriate protective goggles or protect eyeglasses. Wear clothing that will prevent skin contact. Seek professional advice when selecting respiratory protection equipment.

Wash any contaminated clothes before reusing. Do not eat, drink, take medication, apply cosmetics, or smoke where direct contact is possible. Always thoroughly wash hands after leaving a work area.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Liquid clear to slight haze. Colorless to amber or green tint.

Odor: Negligible.

Odor threshold: Not determined.

pH: > 2.0 @ 25°C (77°F) Typical: 2.2 - 2.6.

Freeze point approx.: -13°C (8°F)

Boiling point-range: Not determined.

Flash point: NA.

Evaporation rate: Similar to water.

Flammability (solid, gas): Not flammable.

Upper/lower flammability or explosive limits: NA

Vapor pressure: Similar to water.

Vapor density: Similar to water.

Relative Density (specific gravity): 1.29 - 1.34 @ 21°C (70°F)

Water Solubility: Complete.

Partial coefficient: n-octanol/water: NA, inorganic compound column 2 of REACH Annex VII.

Auto ignition: Not flammable.

Decomposition temperature: Not determined.

Viscosity: No data.

SECTION 10. STABILITY AND REACTIVITY

Reactivity: Not reactive under normal conditions.

Chemical stability: Stable under recommended conditions of storage.

Possible hazardous reactions: Contact with strong alkalis such as sodium hydroxide, ammonia, hypochlorite (bleach) may generate heat, splattering and hazardous vapors.

Hazardous polymerization: Does not occur.

Conditions to avoid: Unaffected by static discharge, shock, or vibration.

Incompatible Materials: Chlorite, hypochlorite (bleach), sulfites, strong bases, common metals.

Hazardous decomposition products: None expected under normal conditions of use and storage.



SECTION 11. TOXICOLOGY INFORMATION

Information on likely routes of exposure:

Eye, Skin, Ingestion, inhalation (of liquid mists).

Reported Oral LD50 (Rat) > 5,000 mg/kg Dermal: No information Inhalation: No information

Symptoms and immediate (Acute) effects:

Eye contact: Contact causes serious eye irritation.

Skin contact: Repeated contact may cause irritation.

Inhalation: Avoid breathing liquid mists. May cause irritation.

Ingestion: Do not taste or swallow. May be harmful if swallowed.

Symptoms and delayed (Chronic) effects: NA

Numerical measures of toxicity: Not determined.

Carcinogenicity listing: NTP Not listed. IARC Not listed. OSHA Not listed.

Reproductive toxicity, germ cell mutagenic, or teratogenic effects: Not classified.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity: An environmental hazard cannot be excluded in the event of incorrect or unprofessional handling, or disposal of unused material.

Aquatic: Reported fish LC50 static 1460-1500 mg/L 48h *Leuciscus idus melanotuss*.

Persistence and degradability: Not determined

Bioaccumulation potential: Not determined

Mobility in Soil: Not determined

Other adverse effects: Not determined

SECTION 13. DISPOSAL CONSIDERATIONS

RCRA Hazardous waste: Unused material is not listed as a hazardous waste.

Disposal of Waste: Dispose of waste and unused material in accordance with applicable local, regional, and national laws and regulations.

Contaminated packaging: Dispose of waste and unused material in accordance with applicable local, regional, and national laws and regulations

SECTION 14. TRANSPORTATION INFORMATION

Note: Please see current shipping documents for up the most to date information.

Land (DOT), Sea (IMDG), Air (ICAO/IATA)

UN number: UN3082

Shipping name: Environmentally hazardous substance inorganic (aluminum sulfate solution) N.O.S.

Hazard class: 9

Packing group: III

Marine pollutant: No

Special precautions: None known



SECTION 15. REGULATORY INFORMATION

RCRA Hazardous waste: Not Listed

CERCLA Hazardous substance: Not listed CWA, Sec.311 (b) (4)

CERCLA Reportable Quantity (RQ): 5,000lbs as Al₂(SO₄)₃ - anhydrous, containing 29.8% Al₂O₃ which is approximate equivalent to 1,600 gallons of liquid Aluminum Sulfate Hydrate (8.3% Al₂O₃).

RCRA Hazardous waste: Not Listed

CWA (Clean Water Act): Not determined

SARA 311/312 Hazard Categories:

Acute (immediate) health effects: Yes

Chronic (delayed) health effects: No

Fire Hazard: No

Sudden release of pressure hazard: No

Reactivity hazard: No

SARA 313 Toxic Chemical listing: Not listed

SARA Extremely hazardous substance (EHS): Not listed

OSHA Air (table Z-1, Z-1A): Not listed

OSHA Special Regulated Substance: Not listed

TSCA Section Inventory Status: Product exempt or listed on the TSCA Inventory.

Canadian Domestic Substances List (DSL): Not determined

State - Province regulations: Not determined

SECTION 16. OTHER INFORMATION

NSF International Certified: As meeting NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals
Maximum use 150mg/L.

AWWA: Meets AWWA Product Standard ANSI/AWWA B403-16 or as amended.

NFPA: Health 1 Flammability 0 Instability 0 Special Hazards Not determined

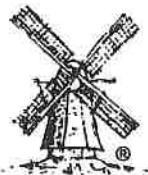
HMIS: Health 1 Flammability 0 Physical hazard 0 Personal protection Not determined

Preparatory statement: The information in this Safety Data Sheet (SDS) is correct to the best of our knowledge, information, and belief as of the publication date. The information only relates to the specific material designated and may not be valid when this material is used in combination with any other materials or in any process unless specified in the text. The information is designed solely as guidance for safe handling, storage, transportation, release, and disposal and should not be considered a product warranty or quality specification.

Date Sources for the SDS:

Literature, direct manufacturing experience, databases, practice, publications, own tests, regulations

Revision: July 21, 2020 replaces all earlier **SDS ID:** Liquid aluminum sulfate hydrate - basic



Holland Company, Inc.
153 Howland Avenue
Adams, Massachusetts 01220 U.S.A.
800-639-9602



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Holland Company form for: *Liquid Aluminum Sulfate AWWA Compliance and NSF Certification*

CERTIFICATE OF COMPLIANCE & CERTIFICATION

The Holland Company, Inc. Liquid Alum supplied to the City of Rome will in all aspects meet the requirements of the American Water Works Association ANSI/AWWA Standard B403-16, or as amended for Aluminum Sulfate – Liquid, Ground, or Lump.

Additionally, Holland Company, Inc. Liquid Aluminum Sulfate is certified and listed under NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals and is produced in Adams, Massachusetts, USA at an NSF International Inspected and Registered Facility. The product supplied is manufactured using un-refined bauxite ore and sulfuric acid as specified.

Matthew B. Holland
Holland Company, Inc.
Adams, Massachusetts

Date: March 29, 2024

RESOLUTION NO. 93

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH VARANO SUPER JUMP, INC. (\$2,080.00).**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, has recommended that the City of Rome, New York, retain the services of Varano Super Jump, Inc. to supply and deliver carnival rides and supplies for the Honor America Days Carnival for Saturday July 27, 2024, from 1:00 p.m. to 5:00 p.m. at Franklyn’s Field, at a total amount not to exceed \$2,080.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Varano Super Jump, Inc. to supply and deliver carnival rides and supplies for the Honor America Days Carnival for Saturday July 27, 2024, from 1:00 p.m. to 5:00 p.m. at Franklyn’s Field, at a total amount not to exceed \$2,080.00, pursuant to the attached Invoice which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



AUDIT CONTROL SUMMARY SHEET

Any line item that totals \$1000 or more, must have a minimum of 3 quotes, unless it is a Sole Source Item or is under NYS or County Contract or is part of a Formal Bid.

***If the unit price is under \$1000, but due to the quantity it totals \$1000 or more, then a minimum of 3 quotes is required.*

Questions?
 Purchasing
 339-7665
 Fax
 838-1165

Department	Prepared By	Date
RECREATION	RYAN HICKEY	April 3, 2024

Check	
	New York State Contract
	County Contract
	Formal Bid
x	Line Item Total \$1000 or more** (Resolution No. 13)
	Line Item Total Under \$1000

Item	Description	Quantity
1	Carnival Rides & Supplies—Honor America Days	1
2		
3		
4		

Vendor	Item 1	Item	Item 3	Item 4	Item 5	Item 6
Varano Super Jumps	\$2,080.00					
Party Time Rental	No Bid					
Scotty's Jump-N-Fun	No Bid					

JEFFREY M. LANIGAN
Mayor



DEPARTMENT OF PARKS & RECREATION

ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815

Telephone: (315) 339-7656 Fax: (315) 838-1161
www.romenewyork.com

The City of Rome Recreation Department is seeking quotes for the supply and delivery of summer carnival rides including labor costs for the following event. Power needs to be provided by vendor through generators and gasoline; power requirements may not be sufficiently supplied by the City Staffing to monitor the rides will be provided by the City.

Event Title:

Carnival-Honor America Days

Event Date & Time:

Saturday, July 27, 2024
1:00pm-5:00pm

Rain Date

N/A

Event Location:

Franklyn's Field
1106 N. James Street
Rome, NY 13440

Items Requested

Large Obstacle Course: Minimum size, 40' x 25'
Dual Surf & Slide
Rockin Wave Dual Slide: 20 ft.
Bouncy House Duel Combo Slide: wet
Cotton Candy Machine with 400 servings
Generators/Gasoline

QUOTE Deadline: Friday, April 12, 2024

Contact

Ryan Hickey
Deputy Director
315-339-7654
rhickey@romecitygov.com

Ryan Hickey

From: Varano Super Jump Inc. <mvarano@varanosuperjump.com>
Sent: Monday, April 1, 2024 3:08 PM
To: Ryan Hickey
Subject: Ryan Michael: Invoice for your event



Varano Super Jump Inc. 7094 Taft Ave Rome, NY, 13440
(315) 335-1244

INVOICE

Event Location

Invoice Date: 4/1/2024 **Invoice #:** 25756777

Ryan Michael Hickey
1106 N. James Street
Rome, NY 13440
Phone:
Cell Phone: (315) 339-7654

Start
Date: 7/27/2024
1:00pm
End
Date: 7/27/2024
5:00pm
Delivery
method: Drop-off/Setup

Name	Qty	Total
Generator	2	\$200.00
Cotton Candy Machine	1	\$100.00
Addition 50 Cotton Candy Servings	7	\$280.00
Extreme Rush Obstacle Course	1	\$675.00
20ft Wave Dual Slide (wet/dry)	1	\$500.00
Mega Blocks Dual Lane Combo (wet/dry)	1	\$325.00
Dual Lane Slip & Slide	1	\$300.00

Rentals subtotal \$2,380.00
Discount E \$-300.00
Sales Tax Exempt 0% \$0.00
Total **\$2,080.00**

Amount Paid **\$0.00**

Balance Due **\$2,080.00**

Cotton Candy Cones

[Click here book event](#)

RESOLUTION NO. 94

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH VARANO SUPER JUMP, INC. (\$2,980.00).**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, has recommended that the City of Rome, New York, retain the services of Varano Super Jump, Inc. to supply and deliver carnival rides and supplies for the Summer Year-End Carnival for Wednesday, August 21, 2024, from 12:00 p.m. to 4:00 p.m. at Franklyn’s Field, at a total amount not to exceed \$2,980.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Varano Super Jump, Inc. to supply and deliver carnival rides and supplies for the Summer Year-End Carnival for Wednesday, August 21, 2024, from 12:00 p.m. to 4:00 p.m. at Franklyn’s Field, at a total amount not to exceed \$2,980.00, pursuant to the attached Invoice which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



AUDIT CONTROL SUMMARY SHEET

Any line item that totals \$1000 or more, must have a minimum of 3 quotes, unless it is a Sole Source Item or is under NYS or County Contract or is part of a Formal Bid.

***If the unit price is under \$1000, but due to the quantity it totals \$1000 or more, then a minimum of 3 quotes is required.*

Questions?
 Purchasing
 339-7665
 Fax
 838-1165

Department	Prepared By	Date
RECREATION	RYAN HICKEY	April 3, 2024

Check	
	New York State Contract
	County Contract
	Formal Bid
x	Line Item Total \$1000 or more** (Resolution No. 13)
	Line Item Total Under \$1000

Item	Description	Quantity
1	Carnival Rides & Supplies—Summer End Carnival	1
2		
3		
4		

Vendor	Item 1	Item	Item 3	Item 4	Item 5	Item 6
Varano Super Jumps	\$2,980.00					
Party Time Rental	No Bid					
Scotty's Jump-N-Fun	No Bid					

JEFFREY M. LANIGAN
Mayor



DEPARTMENT OF PARKS & RECREATION

ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7656 Fax: (315) 838-1161
www.romenewyork.com

The City of Rome Recreation Department is seeking quotes for the supply and delivery of summer carnival rides, concession machines, and supplies including labor costs for the following event. Power needs to be provided by vendor through generators and gasoline. Staffing to monitor the rides will be provided by the City.

Event Title:

Summer Year-End Carnival

Event Date & Time:

Wednesday, August 21, 2024
12:00pm-4:00pm

Rain Date: Thursday, August 22, 2023: 12:00pm-4:00pm

Event Location:

Franklyn's Field
1106 N. James Street
Rome, NY 13440

Items Requested

22ft Vertical Rush
Toxic Drop Obstacle Course
Sports Arena Bouncy House, Large.
U Slide and Splash Obstacle Course: wet
Cotton Candy Machine with 400 servings
Generators/Gasoline

Contact

Ryan Hickey Deputy Director: 315-339-7654 or rhickey@romecitygov.com

Ryan Hickey

From: Varano Super Jump Inc. <mvarano@varanosuperjump.com>
Sent: Monday, April 1, 2024 3:01 PM
To: Ryan Hickey
Subject: Ryan Michael: Invoice for your event



Varano Super Jump Inc. 7094 Taft Ave Rome, NY, 13440
(315) 335-1244

INVOICE

Event Location

Invoice Date: 4/1/2024 **Invoice #:** 25477777

Ryan Michael Hickey
1106 N. James Street
Rome, NY 13440
Phone:
Cell Phone: (315) 339-7654

Start
Date: 8/15/2024
12:00pm
End
Date: 8/15/2024
4:00pm
Delivery
method: Drop-off/Setup

Name	Qty	Total
Toxic Drop Obstacle Course	1	\$1,200.00
Soccer Dart	1	\$350.00
22ft Vertical Rush	1	\$800.00
Generator	3	\$300.00
U Slide and Splash Obstacle Course	1	\$350.00
Sports Arena Bounce House (Large)	1	\$200.00
Cotton Candy Machine	1	\$100.00
Addition 50 Cotton Candy Servings	7	\$280.00

Rentals subtotal \$3,580.00
Discount E \$-600.00
Sales Tax Exempt 0% \$0.00

Total	\$2,980.00
Amount Paid	\$0.00
Balance Due	\$2,980.00

Cotton Candy Cones

[Click here book event](#)

RESOLUTION NO. 95

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH VITALITY FITNESS AND
WELLNESS FOR AN AMOUNT NOT TO EXCEED \$1,500.00.**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Vitality Fitness and Wellness, to conduct a youth fitness program at Franklyn’s field for ages 4-12 from July 8, 2024 through August 16, 2024, at an amount not to exceed \$1,500.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Vitality Fitness and Wellness, to conduct a youth fitness program at Franklyn’s field for ages 4-12 from July 8, 2024 through August 16, 2024, at an amount not to exceed \$1,500.00.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 96

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE ROME FAMILY YMCA FOR (\$91,340.00).

By _____:

WHEREAS, Ryan Hickey, Deputy Director of Parks & Recreation for the City of Rome, has recommended that the City of Rome, New York, enter into an agreement with Rome Family YMCA to assign and manage lifeguards, kayaking, swim lessons and the daily operations at Tosti, Municipal, and Guyer Pools, from Monday July 1, 2024 through Friday, August 23, 2024, for a total amount not to exceed \$91,340.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into a contract extension with Rome Family YMCA to assign and manage lifeguards, kayaking, swim lessons and the daily operations at Tosti, Municipal, and Guyer Pools, from Monday July 1, 2024 through Friday, August 23, 2024, for a total amount not to exceed \$91,340.00, pursuant to the attached Agreement, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



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MANAGEMENT AGREEMENT FOR THREE ROME CITY POOLS, SWIM LESSONS & KAYAKING WITH THE ROME YMCA FOR 2024

THIS AGREEMENT made and entered into this __1st__ day of June, 2024 by and between the City of Rome, NY ("City") and the Rome YMCA ("YMCA").

WITNESSETH:

The City, finding it to be in the best interests of the community to do so, does hereby contract with the YMCA, for a term beginning on the 1st of July, 2024, and ending on the 23rd day of August, 2024, for the management of its daily operations at the Totsi Pool, Municipal Pool and Guyer Pool Facility and appurtenant structures located in the City of Rome, Oneida County, NY (hereinafter collectively referred to as "swimming pool") upon the following terms and conditions:

1. The parties acknowledge that the YMCA is an independent contractor and is not an agent, servant or alter ego of the City in its performance of duties which it hereby assumes.
2. The YMCA shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the City.
3. The City will pay the fees of each lifeguard's hours as outlined in the budget below. This fee shall be billed bi-weekly by the YMCA to the City; the City will process the invoices at the end of each month and will pay within 30 days of the end of said month.
4. The Management Fee shall constitute all payment for any administrative time or other overhead costs directly or indirectly related to the management and operation of the swimming pools, and Kayak Program at Bellamy Harbor. The YMCA shall collect and keep all revenues collected for managing the daily operations and pay all expenses associated with managing the operations unless specifically outlined herein.
5. Access and entry into the swimming pools shall be open to the general public or the citizens in the Rome area code if decided by the City. However, the YMCA may deny admittance to any person for disciplinary reasons. YMCA members do not have to pay for admission. Rates for the public shall be decided by and collected by the City for any City residents or nonresidents.
6. The 2024 swimming season shall be daily, Monday through Friday commencing Monday, July 1st, 2024 through Friday August 23rd, 2024. Totsi pool will be open six (6) Saturday's from 12:00-5:00pm starting on July 13th-August 17th, if we have enough guards to cover these additional hours.
7. Daily operation of the swimming pool is listed in the budget proposal attached.
8. YMCA shall have sole discretion to close the pool due to weather or weather related emergencies and will follow all New York State guidelines when doing so. The Y will give as much advance notice to a designated City Representative when making the decision to close for the day or a period of time during the day.

Rome Family YMCA Branch

301 West Bloomfield Street Rome, New York 13440 315-336-3500 (F) 315-339-4076

Oneida Family YMCA Branch

701 Seneca Street Oneida, New York 13421 315-363-7788 (F) 315-363-7352

New Hartford School Age Child Care Program

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9. Fees for the 2024 season shall be established by the City and collected by the City. YMCA members do not have to pay a fee for admission. Fees for YMCA program participants will be established by the YMCA and be based on the program, with the YMCA reserving the right to set such fees as determined by the program(s).

10. The City shall have access, at all times, to all records related to any pool operations, including but not limited to lifeguard certifications, in-service training records, or any other documents related to the swimming pool guard operations.

11. Any request for repairs or other maintenance issues shall be made in writing to the city. The City will promptly make any necessary repairs or replacement of items as soon as request is received. Any non-emergency requests made after normal operating hours of City Hall, or requests for service that fall under the scope of the YMCA's responsibility shall be reimbursed by the YMCA to the City at the current rate of each employee utilized in the repair process plus administrative expenses.

12. Any damage, theft or other destruction caused by the negligence of YMCA employees or unapproved behavior of patrons allowed to happen under the YMCA management term shall be replaced or repaired at the YMCA's sole expense.

13. No locks may be added or changed without the prior consent of the City.

14. The City reserves the right to enter the premises at any time to inspect repair and maintain, as necessary, the premises.

15. If the YMCA is interested in managing the swimming pool in years after the year 2024, it shall notify the City, in writing, no later than November 1st of said interest and said statement of interest shall be considered by the City.

16. The YMCA shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:

A. No more than thirty (30) days after the end of the YMCA's operation hereunder, the YMCA shall supply to the City an end-of-season report detailing any programs offered at the pools, the participation in those programs, a report of daily attendance figures.

B. Furnish on or before the beginning of the term hereof, the following information that shall be approved by the City:

a. A written statement confirming the YMCA will adhere to the City's existing Pool Safety Plan.

b. A written statement of any changes if needed to the Pool Safety Plan.

c. A written copy of the Pool Rules and Conduct.

d. Proof of proper certification for all staff required to have such training and certification prior to beginning of said duties.

C. To hire and supervise all guard and program staff in accordance with applicable state and federal employment laws. Ensure all staff is properly certified and trained prior to beginning their duties.

D. To pay all lifeguard and program staffing costs, i.e., salaries, withholding and employment taxes and worker's compensation insurance costs.

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E. To regularly inspect and notify the City of any deficiencies or other safety issues observed requiring attention. Some items may include, but not limited to guard stands and diving board including the steps, all plumbing fixtures, pool deck, doors, fence, items listed in Exhibit "A", and any other pool features.

F. During the term of this agreement, the YMCA will meet the following insurance provisions:

a. The YMCA agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the YMCA's staff originating from the operation of the city's swimming pool. The YMCA agrees to provide and keep in full force and affect the following insurance coverages in the following minimum amounts:

Comprehensive General Liability: Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

Workers' Compensation: Statutory requirements.

Employers' Liability: \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

18. The City shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:

A. To maintain and repair all pool systems including but not limited to pumps, filters, gauges, and plumbing associated with the operation of the pool.

B. To provide water and electricity for the normal daily operation of the swimming pool as well as the necessary pool chemicals.

C. To provide cleaning of the facility and trash removal during operating hours. The City will provide guard chairs, tubes, backboards, nets for cleaning, cleaning supplies, medical emergency kits, Defibrillators and keys for opening and closing the pools.

D. To test the water in the pool no less than three (3) times daily when the pool is open or as required by Department of Health. The YMCA shall have access to testing results at all times.

E. To maintain the swimming pool in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government and accepted pool standards. The City will be responsible for securing the pool permits before the season begins.

F. To maintain the pool deck in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government

G. To maintain the bathhouse area in its entirety including the entrance, restroom areas, office areas and entry area in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government.

H. To make necessary structural repairs to the shell of the bathhouse, pool deck, grounds and any apparatuses associated with the operation of the pool and pool features such as diving boards, steps, and plumbing fixtures.

I. If the pool cannot be opened due to a facility issue, declaration of water emergency or another factor, then this contract shall become null and void and no fee shall be due and payable.

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J. The City will assume all responsibilities of the pool and facility commencing after the last daily operation through the end of the season, excluding the days the facility is open for use.

K. During the term of this agreement the City will meet the following insurance provisions:

a. The City agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the City staff originating from the operation of the city's swimming pool. The City agrees to provide and keep in full force and affect the following insurance coverages in the following minimum amounts:

Comprehensive General Liability: Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

Workers' Compensation: Statutory requirements.

Employers' Liability: \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

H. The City will provide the YMCA for its use on the premises the items listed in Exhibit 'A' and attached hereto.

Said items will be inspected and condition noted by representatives of both parties before the beginning of the contract term and a final inspection at the end of the contract term. Any item that is missing, damaged or deteriorated more than would be expected by the season's normal use will be repaired or replaced at the sole expense of the YMCA.

Budget proposal based on hours, days of operation, and pay-rates for guards

This budget proposal is based on the current information shared by the City of Rome regarding opening the following pools at the times and days listed below.

A) Totsi Pool located at 200th 6th Street at Pinti Field –

- 1) Tentative opening date will be July 1st – August 23rd a period of 8 weeks.
- 2) The days of operation will be Monday- Friday. We will add six (6) Saturdays on starting July 13th – August 17th.
- 3) Hours of operation for Y staff will be 12:00- 6:00pm. The pool will be open to the public from 12:30-5:30pm. There will be a half hour built in for opening and closing the pool. Saturday's the pool will open from 12:00-5:00pm with a half hour built before opening and closing, from 11:30-5:30pm.
- 4) The City will provide a pool attendant to check people in, monitor traffic, and clean locker-rooms/bathrooms in between use.
- 5) The Rome YMCA will provide four certified lifeguards to supervise all pool activities and enforce all Health Department guidelines from the time the pool is open.
- 6) Four guards at a payrate of \$17.50 an hour x 6hrs a day = \$420 a day x 5 days = \$2100 x 25% Fica = \$2,625 a week x 8 weeks = \$21,000 Six additional Saturday operating 11:30-5:30pm,

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beginning July 13th and ending August 17th would be four guards at \$17.50 an hour x 6hrs = \$420 x 6 days = \$2,520 x 25% Fica = \$3150. **Total cost for Totsi pool is \$24150.**

B) Municipal Pool located at 500 W Embargo Kennedy Arena –

- 1) Tentative opening date will be July 1st – August 16th a period of 7 weeks.
- 2) The days of operation will be Monday- Friday.
- 3) Hours of operation will be 12:00-6:00pm for Y staff. For the general public the doors will open from 12:30- 5:30pm.
- 4) The City will provide a pool attendant to check people in, monitor traffic, and clean locker-rooms/bathrooms in between use.
- 5) The Rome YMCA will provide four certified lifeguards to supervise all pool activities and enforce all Health Department guidelines.
- 6) Four guards at a pay-rate of \$17.50 an hour x 6hrs a day = \$420 a day x 5 days = \$2100 a week x 25% Fica = **\$2,625 a week x 7 weeks = \$18,375. Total cost for Municipal = \$18,375.**

C) Guyer Pool located at 701 Laurel St Guyer Field -

- 1) Tentative opening date will be July 1st – August 23th a period of 8 weeks.
- 2) The days of operation will be Monday- Friday.
- 3) Hours of operation will be 12:00- 6:00pm. The pool will be open to the public from 12:30-5:30pm.
- 4) The City will provide a pool attendant to check people in, monitor traffic, and clean locker-rooms/bathrooms in between use.
- 5) The Rome YMCA will provide two certified lifeguards to supervise all pool activities and enforce all Health Department guidelines.
- 6) Two guards at a pay-rate of \$17.50 an hour x 6 hrs a day= \$210. a day x 5 days = \$1050. x 25% Fica = **\$1,312.50 a week x 8 weeks = \$10,500.. Total cost for Guyer Pool would be \$10,500.**

D) Due to the size of the pool at Totsi and Municipal the Department of Health regulations call for each site to have a Pool Supervisor, to monitor all activities outside of the swimming pool. The YMCA will provide two pool supervisors at \$19.00 an hour x 6hrs a day = \$228 a day x 5 days a week = \$1,140 x 25% = **\$1,425 a week x 8 weeks = \$11400.** Add an additional supervisor on at Totsi pool for 6 weeks on Saturday, the cost would be \$19 x 6hrs a day = \$114 x 6 weeks = \$684 x 25% fica = \$855. **Total cost for three pool supervisors would be \$12,255 for the year.**

E) The City of Rome has a certified Aquatics Director on staff from June until the close of the pool season. We propose the City covers the cost of the individuals for splitting time supervising the pools with the Y's Aquatic Coordinator. The YMCA will use its Aquatics Coordinator for the

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operation of the pools for 20 hours a week at a cost of \$25 an hour = \$500 week x 8 weeks = \$4000 x 25% fica = \$5000. **Cost for YMCA Aquatic Coordinator would be \$5,000.**

F) Swim lesson at Totsi Pool Tues/Thurs

1) The Y will offer swim lessons at the following levels twice a week. Lessons will run from July 15/17th and end on August 19/21st for Levels 1, 2, & 3. The lessons will be a half hour in duration and will run from 9:30am-11:30am. Level 1, 9:30-10am, level 2, 10:15-10:45am, level 3, 11:00-11:30am. The sessions will be 6 weeks long and the ratio's will be 1-5. There will be three level 1, 2, & 3 classes offered on Monday and Wednesday's. Participants will have to choose either day. There will be four instructors and two lifeguards on duty at \$17.50 an hour. Six (6) staff x \$17.50=\$105. x 6hrs a week = \$630 x 6 weeks = \$3,780 x 25 % fica = \$4,725. **Total cost for swim lessons will be \$4,725.**

G) Weekend Kayaking Program-

1) The YMCA will operate the Kayaking program at Bellamy Harbor after all other contractual services are met and if we have staff available to do so. It's our understanding that a certified lifeguard will be needed in case of emergencies. The hours the City has tentatively scheduled this for the program is, 10-2pm on Saturdays. This program will start July 6th and run for 6 weeks ending on August 10th. One lifeguard 9:30-2:30pm which is 5 hours x \$17.50 an hour = \$87.50 x 6 weeks = \$525. x 25% Fica = \$619.00. **Total cost for Kayaking Program is \$656.25.**

The YMCA will charge the city an administrative fee of 15% to carry out these services for the pool season based on total cost of plan submitted.

H) Total cost for staffing the pools **\$75,661.25** from July 1st-August 23rd. All lifeguards/supervisors will have to have 3 hour outdoor pool safety training along with touring the facilities before starting, in addition to the YMCA's Sexual Harassment, Child Abuse, Shallow Water Black Out and Professional Lifeguarding. Total number of training hours per guard is 6hrs x 24 lifeguards=144 hrs x \$17.50 an hr = \$2,520 x 25% fica = \$3157.50. Cost for 3 supervisors is 18 hrs x \$19.00 an hour = \$342 x 25% Fica = \$427.50. **Total cost for training is \$3,585**

Cost to the City for YMCA staff would be \$75,661.25+ \$3,585 training = \$79,426.25 x 15% Administrative fee = \$11,913.94 **Total for the pool season of \$91,340**

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This Agreement is binding on the parties hereto, their heirs, executors, administrators, or assigns. All signatories to this Agreement warrant that the execution of this Agreement on behalf of the YMCA of the Greater Tri-Valley and City of Rome has been duly authorized and approved by the appropriate governing bodies of each entity.

The parties to this Agreement do not condone discrimination with regard to race, color, national origin, religion, sex, age, disability or veteran status in the programs or activities in which they operate.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and first above written.

City of Rome Representative Signature

____/____/____
Date Signed

Printed Name and Title

YMCA of the Greater Tri-Valley Signature

____/____/____
Date Signed

Printed Name and Title

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RESOLUTION NO. 97

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MRB ENGINEERING, ARCHITECTURE AND SURVEYING, D.P.C. (\$100,000.00).

By _____:

WHEREAS, Deputy Director for the City of Rome, New York, Matthew Andrews, has recommended that the City of Rome, New York, enter into an agreement with MRB Engineering, Architecture and Surveying, D.P.C., relative to an indoor sports complex feasibility study, for a total amount not to exceed \$100,000.00; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with MRB Engineering, Architecture and Surveying, D.P.C., relative to an indoor sports complex feasibility study, for a total amount not to exceed \$100,000.00, for a period that shall commence upon execution and expire upon completion of the work required, pursuant to the attached Proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

March 28, 2024

Hon. Jeffrey Lanigan, Mayor
City of Rome
198 N. Washington Street
Rome, New York 13440

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
INDOOR SPORTS COMPLEX FEASIBILITY STUDY**

Dear Mayor Lanigan:

Below is our understanding of your needs, our scope, and proposed fee structure. Please sign where indicated, return to me, and we can begin work.

I. Project Understanding

The City of Rome is hitting its revitalization stride, with the completion of Downtown Revitalization Initiative projects, expanding opportunities at the Griffiss Business & Technology Park, and a plethora of new housing development. Now you are seeking to explore another piece of the quality-of-life puzzle: an indoor sports complex. Given the substantial costs of constructing and operating such a facility, the City is in need of a feasibility study to better understand the market demand and financial commitments involved.

MRB Group's prime objective in this effort will be to provide City of Rome leadership and other critical stakeholders with a clear picture of the demand for and feasibility of a non-ice indoor sports complex in the City. Assuming feasibility is confirmed, our team will then develop a business plan to guide the development of such a facility. This feasibility study and business plan will provide the basis for the City to gain support from partners and seek capital funding for the proposed facility. This proposal does not include any siting, architecture, or engineering work, although those services could be provided as additional services should the City decide to move forward with development.

II. Scope of Services and Compensation

Phase 1: Market Feasibility & Opportunity Assessment

MRB Group will:

- Leverage our deep access to the most recent and robust data sets available on demographics, workforce, and industries to assess the current market conditions and demand for indoor sporting space;
- "Ground truth" data findings via interviews with local stakeholders and identify community assets, partners, and challenges that could impact development of a facility;
- Identify targeted sports that would best meet community needs and support economic development goals;
- Capitalize on data, stakeholder feedback, and global best practices to identify and initially assess partnership and site opportunities;
- Provide insights on the development structure that would likely best fit the City's needs, such as expanding or collocating with an existing facility vs. building a new facility; partnering with a community organization vs. a solely City operated facility; etc.

Deliverable: At the end of this phase, MRB Group will deliver an initial, concept-level opportunity assessment that outlines the market supply/demand, financial considerations, and most viable opportunities for the development of an indoor sports complex.

Phase 1 Compensation \$25,000.00

Phase 2: Development Strategy & Business Plan

This phase will further refine the development potential and feasibility identified in Phase 1 by:

- Determining site specifications based on needed square footage and infrastructure for the targeted sports and related facilities (e.g. locker rooms, concession stand, parking, storage, etc.).
- Testing those specifications against up to three potential sites as informed by the Phase 1 assessment and selected by City staff.
- Identifying the pros and cons of each site, and providing a recommendation for a preferred site (pending further investigation).
- Developing programming recommendations.
- Determining an *estimated* staffing plan, operational budget, and capital budget.
- Identifying potential funding resources for upfront capital costs.
- Conducting an Economic and Fiscal Impact Study to show the potential public costs and benefits that can be used to support public relations and funding requests.

- Outlining next steps.

Phase 2 Compensation \$75,000.00

Deliverable: At the end of this phase, MRB Group will deliver a Development Strategy including an assessment of up to three sites and a recommendation for a preferred site. MRB Group will also deliver a Business Plan that includes recommendations for programming, staffing, budgets, funding resources, and next steps, as well as an Economic and Fiscal Impact Study outlining the costs and benefits of the proposed facility.

Total Compensation \$100,000.00

The cost figures shown above represent our lump amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Commencement of Work

Upon receipt of this signed proposal, MRB Group will begin work.

This engagement letter represents a notice-to-proceed to MRB Group to proceed with Phase 1.

Phase 2 will only commence upon receipt by MRB Group of an authorization-to-proceed, such authorization to be provided by email by the Client's project manager, Matthew Andrews. Upon authorization, Phase 2 will proceed in the manner presented in the scope of this engagement letter. Requested changes to the Phase 2 tasks as currently defined may be subject to a review of the fee structure.

IV. Standard Terms and Conditions

Attached hereto and made part of this Agreement are MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign below and return to me via email. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



R. Michael N'dolo
Director of Economic Development



James J. Oberst, P.E., LEED AP
Executive Vice President / C.O.O.

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Rome, City of/Letter Proposal - Sports Complex Feasibility Study - City of Rome.docx>

PROPOSAL ACCEPTED BY: CITY OF ROME

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS
ECONOMIC DEVELOPMENT SERVICES**

A. TERMINATION

Either party may terminate this Agreement with seven days' written notice if the other party fails to materially perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is so terminated, the client shall promptly pay to MRB Group Engineering, Architecture, Surveying, D.P.C. ("MRB") for (a) services performed prior to the date of such termination, based on MRB's reasonable estimate for the portion of work completed, plus (b) all reasonable costs incurred by MRB in connection with such termination. If, prior to termination of this Agreement, the client directs MRB to suspend or abandon any work, the client shall promptly pay MRB for services performed prior to receipt of such notice from the client.

B. INSURANCE

MRB agrees to procure and maintain, at its sole expense, such insurance policies as are customary in the industry.

C. INDEPENDENT CONTRACTOR

The parties agree that MRB is an independent contractor, and will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

D. SUCCESSORS AND ASSIGNS

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party and any purported assignment absent such consent shall be void. This Agreement shall be binding on each party's successors, executors, administrators and assigns.

E. INVOICES AND PAYMENT

The client will pay MRB for services in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All payments are due within 30 days after receipt of the applicable invoice. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If the client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against the client and without thereby incurring any liability to the client, elect to terminate performance hereunder upon ten (10) days prior written notice to the client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, the client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. The client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

F. INDEMNITY

The client will require any contractor and subcontractors performing the work to hold the client and MRB harmless and indemnify and defend the client and MRB and their respective officers, employees and agents from all claims arising from client's use of the services, except to the extent arising from MRB's negligence or willful misconduct.

G. LIMITATION OF LIABILITY

IN NO EVENT WILL MRB BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN BY MRB, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. MRB'S LIABILITY HEREUNDER SHALL NOT EXCEED THE FEES PAID TO MRB BY CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

H. MISCELLANEOUS

The Agreement may be amended or modified only with the written consent of both parties. The rights and remedies set forth herein shall be in addition to all other rights and remedies available at law or equity. The Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. This Agreement shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. Any litigation arising out of or in connection with this Agreement shall be brought and maintained exclusively in the federal courts or the courts of the State of New York, with a venue in Monroe County, New York, and the parties hereby irrevocably waive all jurisdictional defenses and irrevocably consents to the personal jurisdiction of such courts.

RESOLUTION NO. 98

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MOORE LAND SURVEYING, P.C.,
FOR AN AMOUNT NOT TO EXCEED \$5,725.00.**

By _____:

WHEREAS, Matthew J. Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Moore Land Surveying, P.C., for the surveying services related to the Hazard Mitigation Grant Program, for a total amount not to exceed to \$5,725.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Moore Land Surveying, P.C., for the surveying services related to the Hazard Mitigation Grant Program, for a total amount not to exceed to \$5,725.00, said agreement shall become effective upon execution by the parties and shall expire upon completion of the work, pursuant to the attached Proposal, which are made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Moore Land Surveying, P.C.
1721 Black River Boulevard
Rome, NY 13440
(315) 336-9480

April 11, 2024

City of Rome Garrey Wycoff – Boundary Survey
148 River Street
153 N. Crescent Dr.
155 N. Crescent Dr.
157 N. Crescent Dr.
159 N. Crescent Dr.

Per the email received April 8, 2024, Moore Land Surveying would perform the following items pertaining to a Boundary Survey's of the above listed parcels. Scope of work as flows:

Scope of Services:

1. Record research and all necessary record data (Deeds and Mapping) from Oneida County Clerk's Office.
2. Field reconnaissance, laying out baseline and recovering any existing survey monuments.
3. Field survey around the parcels using a total station instrument and/or GPS, locate all relevant features including stone walls, fence lines, roads, driveways, utilities, buildings, and any survey monuments. Leaving survey control stations and all Baselines.
4. Conducting Boundary Determination based on monuments and records.
5. Locate all above grade utilities and show all relevant information on final mapping.
6. Locate all site improvements on property, 5 feet beyond & label on final mapping
7. And finally, we would prepare a boundary survey map showing all of our title data and all the parcel title data.
8. Staking property corners with 5/8" iron rebar and 3' wood lath.

Deliverables:

1. Boundary Survey Map showing scope of services above,
2. Modern Legal Description

148 River Street - \$1425.00
153 N. Crescent Dr. - \$1075.00
155 N. Crescent Dr. \$1075.00
157 N. Crescent Dr. \$1075.00
159 N. Crescent Dr. \$1075.00

The above-mentioned details can be performed for a not to exceed price of **\$5,725.00**. Also, we can provide the final services within 2 weeks from authorization to proceed, pending any extreme weather which may delay production.

The prices above mentioned do not include paying Oneida County Prevailing Wages.

If you have any questions, please feel free to contact us at the Office.

Sincerely,

Jeffrey D. Moore, L.S.

RESOLUTION NO. 99

**AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH
JOAN BENEFIEL & JEREMY LEICHMAN OF FIGURATION, L.L.C.,
PURSUANT TO BOARD OF ESTIMATE AND CONTRACT
RESOLUTION NO. 271 ADOPTED DECEMBER 14, 2023 (\$11,400.93).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 271 adopted December 14, 2023, authorized the awarding of a contract to Joan Benefiel & Jeremy Leichman of Figuration, L.L.C., for services relative to the West Dominick Street Art Installation project, at a total contract price of \$70,000.00; and

WHEREAS, at a meeting held on March 14, 2024, the Board of Estimate and Contract awarded Change Order No. 1 to Joan Benefiel & Jeremy Leichman of Figuration, L.L.C., to allow an increase of \$19,409.63; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, that Joan Benefiel & Jeremy Leichman of Figuration, L.L.C., be awarded Change Order No. 2 for this project for a total amount not to exceed \$11,400.93, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Joan Benefiel & Jeremy Leichman of Figuration, L.L.C., pursuant to Resolution No. 271 adopted December 14, 2023, be and is hereby amended, whereby Change Order No. 2 is hereby awarded, so as to modify the contract to allow for an increase of \$11,400.93; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$11,400.93, increasing the total contract price to \$100,810.61; and

BE IT FURTHER RESOVLED, Resolution No. 271, shall otherwise remain as originally adopted on December 14, 2023.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Figuration LLC
 1087 Flushing Avenue
 Suite 310
 Brooklyn NY 11237

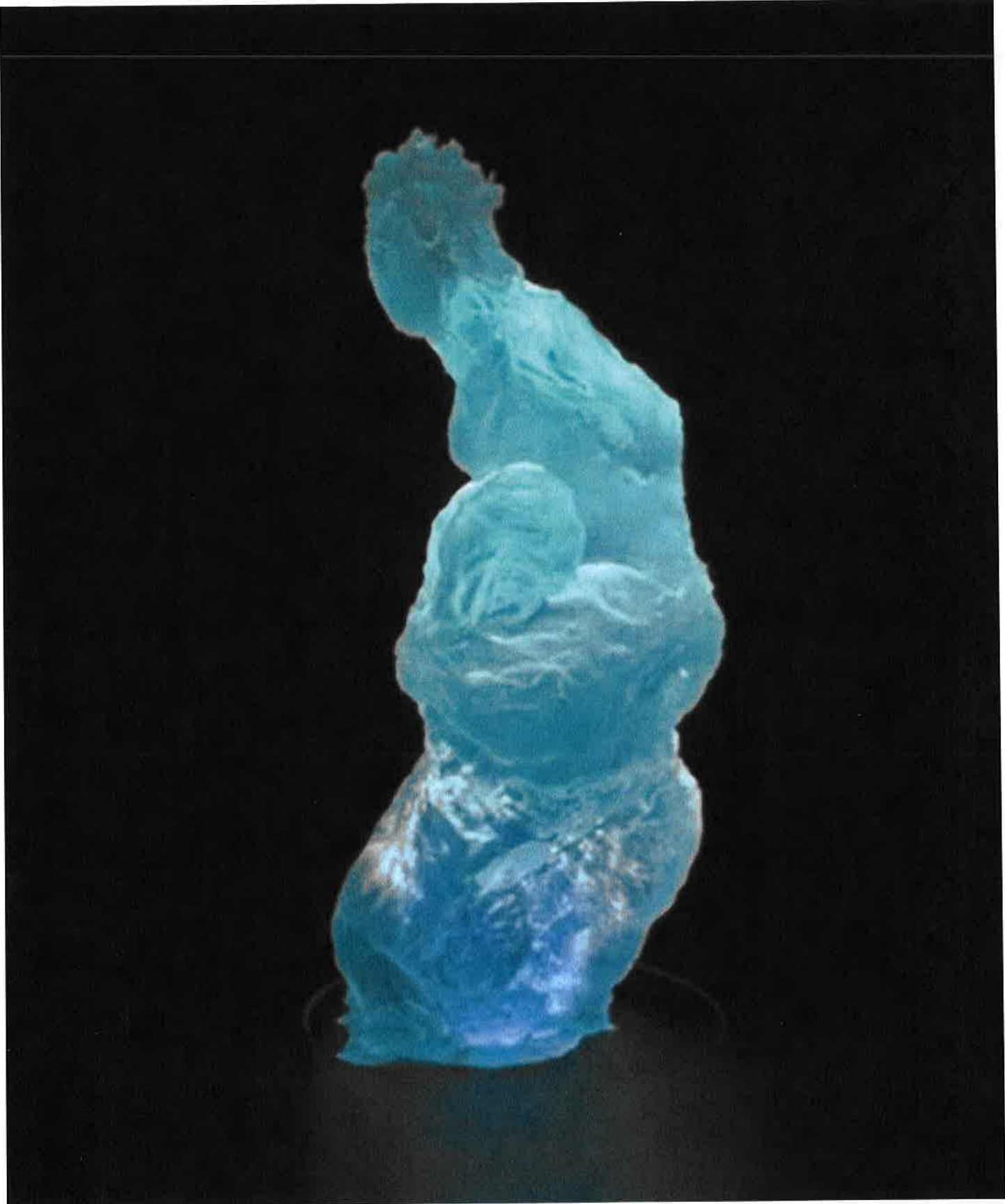
Estimate

Name/Address
Department of Community and Economic De...
Rome City Hall
198 N. Washington St.
Rome, NY 13440

Date	Estimate No.
04/16/24	951

Item	Description	Quantity	Cost	Total
Lighting	Integrated LED lighting for W. Dominick Sculptures		11,400.98	11,400.98
			0.00	0.00
			Total	\$11,400.98

Additional internal lighting of the art pieces



RESOLUTION NO. 100

**AUTHORIZING AN EASEMENT WITH NATIONAL GRID FOR
PLACING A NEW POWER POLE AT 8509 TURIN ROAD (\$1,300.00).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization for an easement with National Grid at 8509 Turin Road for the placement of a new power pole in conjunction with the new pump station project; and

WHEREAS, the “Grant of Easement” is attached and made part of this Resolution; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an easement with National Grid, for purposes of placing of a new power pole in conjunction with the new pump station project.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

GRANT OF EASEMENT

City of Rome, a corporation, having an address at 190 N. Washington Street, Rome, NY 13440 (hereinafter referred to as “Grantor”), is the owner of that certain parcel of real property commonly known as 8509 Turin Road located in the City of Rome, County of Oneida in the State of New York, identified on the tax maps of the County of Oneida, as Section 188.003/Block 2/Lot 88.6 (SBL# 188.003-2-88.6) and pursuant to that certain deed recorded with the County Clerk of the County of Oneida on 06/02/2016 in Liber 2016 at Page 007553 (the “Grantor’s Land”), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **Verizon** having an address at 140 West Street, New York, NY 10007 (hereinafter collectively referred to as “Grantees”), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor’s Land (the “Easement”) under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

- a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor’s Land described in Section 2 below (the “Easement Area”), and any highways abutting or running through the Grantor’s Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and
- b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and
- c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor’s Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees’ existing or proposed Facilities; and
- d. excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor’s Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, “**Easement Sketch-Exhibit A, WR# 30776297**”, which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees

shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20__.

City of Rome

By: _____
(signature)

Name: _____
(printed)

Its: _____
(title)

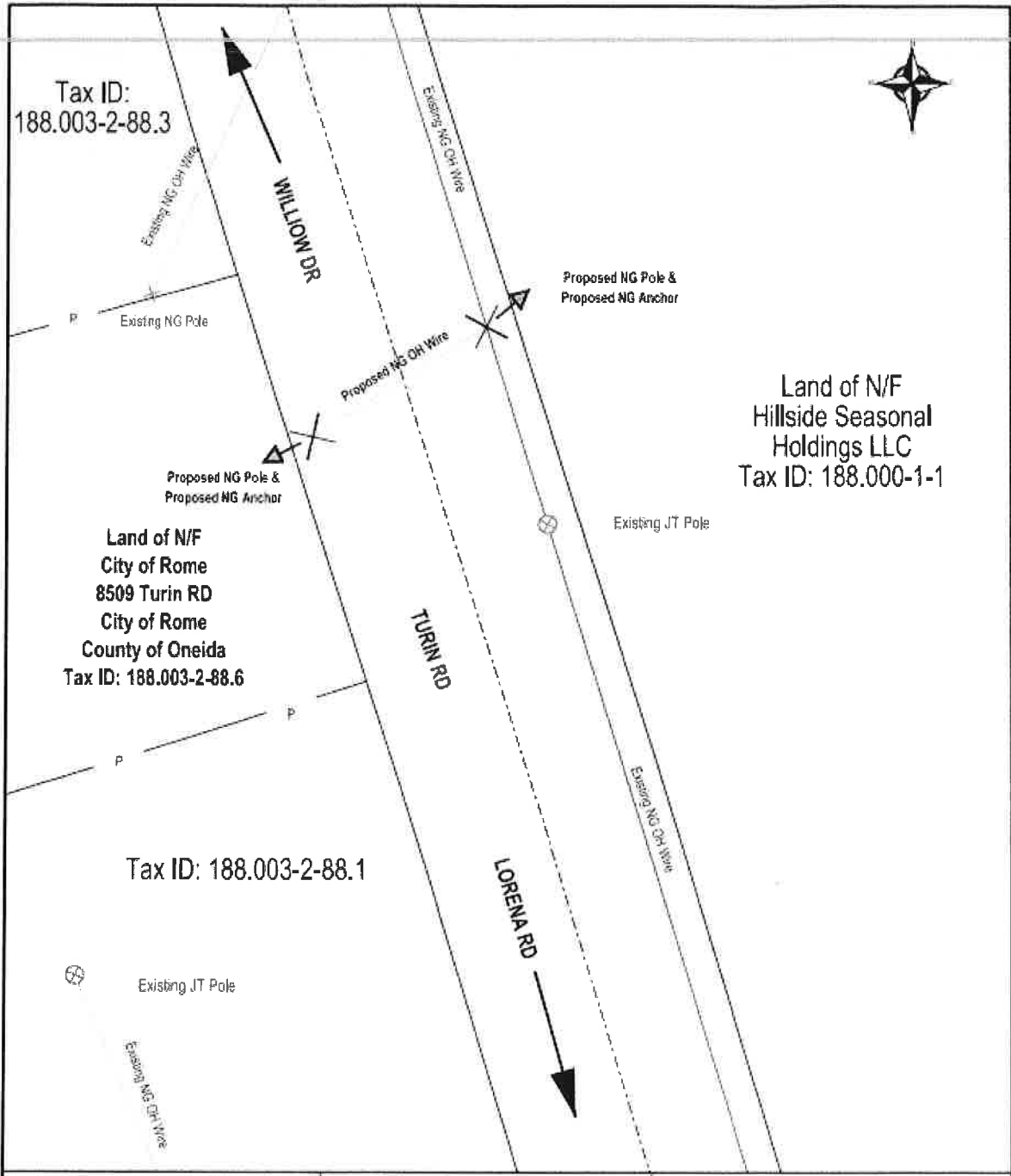
State of _____)
County of _____) ss:

On the ____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

RETURN TO:

The NLS Group
Attn: Cannon LaVare
PO Box 174
Wellsboro, PA 16901



EASEMENT #:	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Dubiel, Michael DATE: 06/05/2024 WORK ORDER #: 18-24-30776297	SKETCH FOR THE INSTALLATION ON LAND OF N/F City of Rome 8509 Turin RD City of Rome County of Oneida Tax ID: 188.003-2-88.6	 SHEET OF

Hello Mr. Lochner,

My name is Cannon LaVare with the NLS Group, we are a contractor of National Grid and I'm sending this communication on behalf of National Grid.

Attached please find the necessary Easements together with Exhibit A sketches that are required for your project. The easements grant Niagara Mohawk Power Corporation, a National Grid Company, the right to install, operate, and properly maintain the facilities necessary to provide service to your property.

Please print all Easements with Exhibit A sketches, single-sided, on 8.5 X 11 white paper. Kindly sign your easement in front of a Notary, and also arrange for the other property owner to sign their easements in front of a Notary, without making any changes to the documents. Please arrange to mail or overnight all original signed and notarized easements to National Grid at the address below for further processing. Please note that National Grid must receive all original signed and notarized easements in order for your request for service to move forward.

*Address to return documents:
The NLS Group
Attn: Cannon LaVare
PO Box 174
Wellsboro, PA 16901*

Thank you in advance for your time and attention. Should you have any questions, please feel free to contact me either by email at c.lavare@thenlsgroup.com or by telephone at (607) 349-9015. Please be sure to include the Work Request Number listed above when contacting me.

*Regards,
Cannon LaVare
Senior Land Agent
Contractor for National Grid*



RESOLUTION NO. 101

**AUTHORIZING THE ACQUISITION OF A UTILITY EASEMENT FROM
WOODHAVEN VENTURES, LLC, FOR THE WOODHAVEN
COMPLETE STREETS PROJECT.**

By _____:

WHEREAS, Matthew Andrews, the Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has requested authorization for acquisition of a utility easement from Woodhaven Ventures, LLC, for the Woodhaven Complete Streets Project at no cost to the City; and

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to acquire a utility easement from Woodhaven Ventures, LLC, for the Woodhaven Complete Streets Project at no cost to the City.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

THENCE, S 82DEGREES 44MINUTES 05SECONDS W FOR A DISTANCE OF 187.5067 FEET TO A POINT ON A LINE.

THENCE, N 59DEGREES 43MINUTES 19SECONDS W FOR A DISTANCE OF 154.3105 FEET TO A POINT ON A LINE.

THENCE, N 11DEGREES 40MINUTES 20SECONDS E FOR A DISTANCE OF 26.3787 FEET TO A POINT ON A LINE.

THENCE, S 59DEGREES 43MINUTES 19SECONDS E FOR A DISTANCE OF 154.2299 FEET TO A POINT ON A LINE.

THENCE, N 82DEGREES 44MINUTES 05SECONDS E FOR A DISTANCE OF 179.0075 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH 02DEGREES 52MINUTES 25.77267SECONDS, HAVING A RADIUS OF 498.4800 FEET, AND WHOSE LONG CHORD BEARS S 07DEGREES 16MINUTES 13SECONDS E FOR A DISTANCE OF 25.0000 FEET TO THE POINT OF BEGINNING.

THENCE, S 82DEGREES 44MINUTES 05SECONDS W FOR A DISTANCE OF 187.5067 FEET TO A POINT ON A LINE.

THENCE, N 59DEGREES 43MINUTES 19SECONDS W FOR A DISTANCE OF 154.3105 FEET TO A POINT ON A LINE.

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SAID CURVE TURNING TO THE LEFT THROUGH 02DEGREES 52MINUTES 25.77267SECONDS, HAVING A RADIUS OF 498.4800 FEET, AND WHOSE LONG CHORD BEARS S 07DEGREES 16MINUTES 13SECONDS E FOR A DISTANCE OF 25.0000 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. 102

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (626 PARRY STREET)
TO BUYER FOR \$1,000.00.**

By _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City’s possession and the City desires to sell and convey said real property to a responsible buyer, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey a parcel at 626 Parry Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 626 Parry Street to the buyer listed in Exhibit A for the monetary consideration of \$1,000.00, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO: 242.035-0003-025
PROPERTY ADDRESS: 626 Parry Street
CONSIDERATION: \$1,000.00
BUYER: Thomas Black

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: April 8, 2024

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with Thomas Black for 626 Parry St., tax map ID #242.035-0003-025, per the recommendation of the Real Property Committee. The purchase offer is \$1,000 and there is no rehabilitation period.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with Thomas Black to purchase a parcel located at 626 Parry St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815

Telephone: (315) 339-7642 Fax: (315) 339-7638

www.romenewyork.com

Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	626 Parry St.
Tax Map Number	242.035-0003-025
Parcel Description	Lot 33 x 101
Parcel Zoning	C-1
Ward Councilor	J. Sparace
Date of City Ownership	11/02/2022
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot
Proposer Name	Thomas Black
Proposed Time Frame	N/A
Proposed Price	\$1,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

RESOLUTION NO. 103

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (628 PARRY STREET)
TO BUYER FOR \$1,000.00.**

By _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City’s possession and the City desires to sell and convey said real property to a responsible buyer, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey a parcel at 628 Parry Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 628 Parry Street to the buyer listed in Exhibit A for the monetary consideration of \$1,000.00, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO: 242.035-0003-024
PROPERTY ADDRESS: 628 Parry Street
CONSIDERATION: \$1,000.00
BUYER: Thomas Black

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: April 8, 2024

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with Thomas Black for 628 Parry St., tax map ID #242.035-0003-024, per the recommendation of the Real Property Committee. The purchase offer is \$1,000 and there is no rehabilitation period.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with Thomas Black to purchase a parcel located at 628 Parry St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	628 Parry St.
Tax Map Number	242.035-0003-024
Parcel Description	Lot 33 x 98
Parcel Zoning	C-1
Ward Councilor	J. Sparace
Date of City Ownership	11/02/2022
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot
Proposer Name	Thomas Black
Proposed Time Frame	N/A
Proposed Price	\$1,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

RESOLUTION NO. 104

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR THE LEASING OF ONE 2024 DODGE DURANGO.

By _____:

WHEREAS, the City of Rome is currently a party to a Master Lease Agreement with Enterprise Fleet Management (“Enterprise”) for the leasing of the City’s fleet vehicles; and

WHEREAS, department heads of the City of Rome have identified one (1) 2024 Dodge Durango that is currently needed in order to continue City operations without interruption; and

WHEREAS, due to high demand, potential increases in lease pricing and longer than usual lead times for ordering vehicles, the City desires to execute this lease with Enterprise now; and

WHEREAS, it is in the City’s best interests, both operationally and financially, to execute said lease at this time so that said vehicle will be available to the City as soon as possible; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to execute lease quote documents in order to lease one (1) 2024 Dodge Durango, for a five (5) year term commencing in 2024, said documents being attached hereto and made a part hereof.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Prepared For: Police - City of Rome
Adams, Brian

Date 04/16/2024
AE/AM NMM/KMM

Unit #

Year 2024 Make Dodge Model Durango
Series Pursuit 4dr All-Wheel Drive

Vehicle Order Type In-Stock Term 36 State NY Customer# 631689

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client to Provide
Exterior Color	(0 P) DB Black Clearcoat
Interior Color	(0 I) Black w/Cloth Bucket Seats w/Shift Inse
Lic. Plate Type	Government
GVWR	0

\$ 43,770.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>8.7500%</u> State NY
\$ 103.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 43,970.00	Total Capitalized Amount (Delivered Price)
\$ 1,077.27	Depreciation Reserve @ <u>2.4500%</u>
\$ 240.33	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,317.60	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.00</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00	Sales Tax <u>8.7500%</u> State NY
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\$ 1,317.60 Total Monthly Rental Including Additional Services

\$ 5,188.28	Reduced Book Value at <u>36</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 30,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Police - City of Rome

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 200.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 200.00

VEHICLE INFORMATION:

2024 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$42,881	\$43,075.00
Total Options	\$-4,264.00	\$2,220.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$40,212.00	\$46,890.00

SELECTED COLOR:

Exterior: PXJ-(0 P) DB Black Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
A7	Cloth Bucket Seats w/Rear Vinyl	\$136.00	\$150.00
APA	Monotone Paint Application	STD	STD
C1J	#7 Seat Foam Cushion	Included	Included
CDS	Vinyl 2nd Row Seat	Included	Included
CUG	Police Floor Console	\$891.00	\$990.00
CW6	Deactivate Rear Doors/Windows	\$81.00	\$90.00
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
DLR	Dealer Fee	\$-6,263.00	\$0.00
ERC	Engine: 3.6L V6 24V VVT UPG 1 w/ESS	STD	STD
GXF	Entire Fleet Alike Key (FREQ 1)	\$316.00	\$350.00
LNF	Black Left LED Spot Lamp	\$575.00	\$640.00
NAS	50 State Emissions	NC	NC
PXJ_02	(0 P) DB Black Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_01	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Votmotor: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert
Leather Steering Wheel: leather steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

RESOLUTION NO. 105

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE ROME CHAPTER OF THE NAACP (\$100,000.00).

By _____:

WHEREAS, New York State, through the Office of Assemblymember Marianne Buttenschon, has contacted the City of Rome with a grant of \$100,000.00 for the purpose of providing the Rome NAACP with funding to host community events focused on education, building positive relationships between Rome youth and first responders, and public safety employment recruiting efforts; and

WHEREAS, Mayor Jeffrey Lanigan Mayor Jeffrey Lanigan has recommended that the City accept said funds and enter into an agreement with the Rome NAACP, as said programs will benefit the City of Rome and enhance public safety efforts within the City; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with the Rome NAACP for the purpose providing the Rome NAACP with funding from New York State to host community events focused on education, building positive relationships between Rome youth and first responders, and public safety employment recruiting efforts.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____