

INVITATION TO RFP

Sealed RFPs, subject to the conditions contained herein, will be received by the Oneida County Sheriff's Office until **3:00 P.M.**, local time on **Friday, August 5, 2016**: for:

Correctional Facility Food Services RFP # 2016-177

Specifications **MUST** be **RECEIVED** from the Oneida County Sheriff's Office, Chief Deputy Gregory Pflieger, 6075 Judd Rd., Oriskany, NY 13424.

Copies of the described RFP may be examined at no expense at the Oneida County Sheriff's Office. To request a mailed copy of the RFP, contact Chief Liddy as above or located on the Oneida County website at <http://www.ocgov.net> (public notice section.)

The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Sheriff's Office, Chief Deputy Gregory Pflieger, 6075 Judd Rd. Oriskany, NY 13424.

The owner reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex, or disability.

Robert M. Maciol
Oneida County Sheriff

Dated: Thursday June 16, 2016

ONEIDA COUNTY SHERIFF'S OFFICE



REQUEST FOR PROPOSALS

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CORRECTIONAL FACILITY FOOD SERVICES

June 16, 2016

SECTION 1 – INVITATION TO PARTICIPATE

1.1 PURPOSE

Oneida County is soliciting proposals for COMPREHENSIVE FOOD SERVICES FOR INMATES AND CORRECTIONAL FACILITY STAFF OF THE OFFICE OF THE SHERIFF, COUNTY OF ONEIDA, ORISKANY, NEW YORK. Prospective **Vendors** must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of the Request for Proposals (“RFP”)

In responding to this RFP, **Vendors** must follow the prescribed format as outlined in Section 3. By so doing, each **Vendor** will be providing the **County** comparable data submitted by other **Vendors**, and thus, be assured of fair and objective treatment in the **County** review and evaluation process.

1.2 RFP COORDINATOR: ISSUING OFFICER

This RFP is issued for the Oneida County Sheriff’s Office and the County of Oneida, NY. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP, for the date of issuance, until the selection of the successful **Vendor**.

*Gregory Pflieger, Chief Deputy of Corrections
Oneida County Sheriff’s Office
6075 Judd Rd.
Oriskany, NY 13424
FAX: 315-765-2205
Email: gpflieger@oneidacountysheriff.us*

1.3 PRESENTATION AND CLARIFICATION OF THE COUNTY’S INTENTIONS

As a result of this RFP, the **County** intends to enter into a contract with the selected Consultant to supply the services described in Section 2. However, this intent does not commit the **County** to award a contract to any responding **Vendor**, or to pay any costs incurred in the preparation of the proposal in response to this request, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the **County** to do so; (b) award one or more contracts to one or more qualified **Vendors** if necessary to achieve the objectives of this RFP and if it is in the best interest of the **County** to do so.

1.4 TIME LINE

The schedule of event for this RFP is anticipated to proceed as follows:

This RFP will be distributed On June 16, 2016.

All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 pm EST on June 28, 2016.

All questions will be answered and documented in writing as an Addendum to the RFP. These will be sent out to all Vendors who received the original RFP on or before July 12, 2016.

Potential Vendors will be allowed to tour the Oneida County Correctional Facility Kitchen Area, per request, on July 22, 2016.

Final RFP submissions must be received by 3:00 pm EST on August 5, 2016 at the address shown in Section 3.1. The right to withdraw will expire on this date.

1.5 AN OVERVIEW OF THE ORGANIZATION

Located nearly one hundred miles west of Albany, Oneida County holds the upper reaches of the Mohawk River flowing eastward to the Hudson River. The County is also the site of streams flowing west to the Great Lakes, North to the St. Lawrence River, and South to the Susquehanna River. The height of land in this east-west watershed divide is the site of the City of Rome. A few miles to the east is the City of Utica.

Once, the main product of Oneida County, was silverware chiefly manufactured at Oneida Ltd.'s in Sherrill. In January 2005, the company ceased manufacturing their product. Currently the largest non-governmental, non-healthcare product of Oneida County is gambling. Turning Stone Casino Resort is an enterprise of the Oneida Indian Nation of New York, and the largest private employer in Oneida County.

As of the census of 2000, there were 235,469 people, 90,496 households, and 59,184 families residing in the county. The racial makeup of the county was 90.21% White, 5.74% African American, 0.23% Native American, 1.16% Asian, 0.02% Pacific Islander, 1.11% from other races, and 1.52% from two or more races. Hispanic or Latino of any race were 3.20% of the population. 21.7% were of Italian, 13.1% Irish, 12.1% German, 9.9% Polish, 8.5% English and 5.6% American ancestry according to Census 2000.

Oneida County was governed by a board of supervisors until 1962, when the county charter was changed to create a county executive and a 29-seat county legislature. The county executive is elected by the entire county. All 29 members of the legislature are elected from single member districts. Currently, there are 16 Republicans and 13 Democrats.

SECTION 2 – DETAILED SCOPE OF WORK

2.1 DEFINITIONS

2.1.1 OCSO – Oneida County Sheriff's Office

2.1.2 OCCF – Oneida County Correctional Facility

2.1.3 County – Oneida County, New York

2.1.4 Sheriff – Sheriff of Oneida County, New York

2.1.5 Vendor – The Company responding to the Request for Proposals

2.1.6 RFP – Request for Proposals

2.1.7 ACA – American Correctional Association

2.1.8 NYSCOC – New York State Commission of Corrections

2.2 DETAILED SCOPE OF WORK

The **Vendor** is to establish a program for the provision of comprehensive, large-scale food services for the inmates and staff of the Oneida County Correctional Facility, a division of the Oneida County Sheriff's Office. The program must meet the constitutional and nationally recognized standards for nutritious and sanitized food service operations and, at a minimum, meet the New York State Commission of Corrections Standards for Local Correctional Facilities; and all memorandums issued by the Chairman for the Commissioner of New York State Commission of Corrections regarding the provision of food service operations in local correctional facilities. Furthermore, the **Vendor** must ensure that food service operations be provided by competent, credentialed food service practitioners, under the direction of a professional administrator; and that such services are provided in a manner that ensures cost-effective results.

Stated below are anticipated features of the program. Said inclusion is not meant to indicate any limitations of the program, but is intended to provide a description of some of the more salient components of the program.

2.2.1 - Population Statistics

<u>YEAR</u>	<u>TOTAL ADMISSIONS</u>	<u>AVERAGE DAILY POPULATION</u>
2013	4016	450
2014	4222	460
2015	4468	475

2.2.2 - Food Services

2.2.2.1 - The **Vendor** will provide all food, supplies, and equipment as outlined in the proposal and will be responsible for the storage of all food and related stores in the dry storage room, walk-in coolers, and walk-in freezers provided by the **County** and located within the correctional facility.

The **Vendor** will assure the proper handling, storage, and temperature of food products delivered to the facility.

In addition, the **Vendor** will be responsible for inside deliveries of products to the proper designated storage area within the facility. Any and all equipment, materials, supplies, products, etc. purchased by the **Vendor** must be approved by the Sheriff/designee prior to use.

2.2.2.2 - The **Vendor** will serve flavorful, visually appetizing, wholesome, nutritious, quality food at proper service temperatures, with correct portion sizes, and at designated meal service times.

2.2.2.3 - The **Vendor** will provide all meal preparation using currently owned **County** food trays, utensils, and appliances, but will be required to replace such items as needed.

The **Vendor** will provide regular and post-meal cleaning/sanitation of soiled trays, carts, utensils, and related items used during food service operations.

The **Vendor** will also provide general cleaning/sanitation of the kitchen area, including food service equipment and storage areas contained therein.

2.2.2.4 - The **Vendor** will be responsible to ensure the proper security of equipment, in conjunction with security staff assigned to monitor food service activities; and promote efficient food service operations at all times.

Following each meal, the **Vendor** will take an inventory of trays, utensils, and small wares; and report inventory results, including discrepancies, to the Food Service Supervisor.

The **Vendor** will be responsible to replace any items that are disposed of or destroyed due to normal wear and tear, at no expense to the **County**. These items include, but are not limited to: food trays, utensils, sporks, service ware, pots, pans, trays, and food carts.

The **Vendor** will be responsible to replace and/or repair equipment damaged by the **Vendor** or Inmate Worker as a result of negligence or inattentive supervision, at no expense to the **County**.

The **Vendor** will not be held responsible to replace/repair items damaged by willful acts of misconduct perpetrated by Inmate Workers. The **County** and/or Inmate responsible for such damage will incur all associated replacement/repair costs for willful acts of misconduct.

2.2.2.5 – The **Vendor** will be responsible for all labor-related costs (except those associated with Inmate Workers).

The **Vendor** will be responsible for other related expenses; such as laundry and uniforms for Vendor employees.

The **Vendor** will be responsible for general liability, property insurance, licenses, bond premiums, office supplies, postage, taxes, and expenses for **Vendor** employee physicals.

The **Vendor** will be responsible for additional costs incurred by the **County** due to the **Vendor's** failure to comply with any permits, laws, rules, or regulations.

2.2.2.6 – The **Vendor** will provide ongoing in-service training to **Vendor** employees and Inmate Workers, working under direction of the **Vendor**. Training will cover such areas as: safety, sanitation, and food handling.

The **Vendor** will submit an annual report of training conducted and attendees during the preceding year to the Sheriff/designee.

2.2.2.7 – The **Vendor** will provide the following at their own expense:

- (1) All raw and cooked food necessary to provide meals for inmates and County employees assigned to work at the Oneida County Correctional Facility.
- (2) All paper, foil, and plastic products used in the daily routine of food service operations. These include, but are not limited to: aluminum foil, plastic wrap, paper bags, wax paper sandwich bags, Styrofoam trays/containers, plates, bowls w/ lids, cups w/ lids, bun rack covers (oven covers), labels, and parchment paper.
- (3) All cleaning products, equipment, and supplies necessary to ensure sanitation and cleanliness of the kitchen area, storerooms, coolers/freezers, and equipment.
- (4) All protective garments for **Vendor** employees and inmate food service workers including but not limited to: caps, hairnets, aprons, plastic gloves.
- (5) All trash can liners for cans located in the kitchen area.

2.2.2.8 – The **Vendor** will be responsible for the installation, service, security, and cost of internet services required to operate under this agreement, coordinated with the Oneida County Department of Public Works.

2.2.3 – Use of County Facility and Equipment

2.2.3.1 – The Oneida County Correctional Facility's Food Service Area is approximately 7089 sq. ft.

The following is a list of equipment owned by the County and is located in the Oneida County Correctional Facility's kitchen area.

- (1) Can Washer
- (3) Walk-in Coolers
- (1) Walk-in Freezer
- (8) Convection Ovens
- (1) Peeler
- (1) Mixer
- (2) Slicers

- (2) Toasters
- (3) Steam Generators
- (3) Kettles
- (4) Steamers (4 bins/2 machines)
- (1) Cooler Cabinet
- (2) Heated Cabinets
- (1) Serving Line
- (1) Ice Machine
- (1) Dishwasher (w/heater booster)

The Food Service Area includes office space for one individual with storage space and bathroom facilities.

The facility kitchen, together with kitchen equipment and utensils located therein, will be made available for use by the **Vendor** under this Agreement. The physical plant and equipment is only an accommodation to the **Vendor**, the **County** makes no warranties, expressed or implied as to the availability, fitness, or use. A joint inventory of **County**-owned equipment will be conducted at the earliest possible date by the **Vendor** and the **County** to determine quantity and serviceability of equipment on hand. Repairs of **County**-owned equipment will be at the expenses of the **County** unless determined by the **County** to be caused by abuse or neglect of the **Vendor** or Inmates Workers under direct supervision of the **Vendor**. All **County**-owned equipment will remain the property of the **County**.

2.2.4 – Menu (Portions for all meals will be equal)

2.2.4.1 – All menus and special diets must meet the standards for adult holding and detention facilities as established by the National Commission of Correctional Health Care (NCCHC), NYS Minimum Standards Part 7009 and Correction Law 45. The **Vendor** will have all menus approved and signed annually by a Registered Dietitian licensed by the State of New York.

All meals served will be in compliance with current Recommended Daily Allowance for adult males as established by the National Academy of Sciences, as prescribed for inmates under New York State Department of Corrections Law 45(6), Part 7009 of NYS Minimum Standards, and will provide an average of 2,900 calories per day and a minimum of seven-five (75) grams of protein, in addition to all required nutrients. The **Vendor** shall institute revisions to the program when updates are issued by the aforementioned authorities.

2.2.5 – Special Diets (Medical/Religious)

2.2.5.1 - In addition to the regular twenty-eight (28) day cycle meal plan, the **Vendor** will provide, a special menu for inmates on special, modified, medical and/or religious diets (i.e.: Kosher meals, Ramadan, allergies, diabetic, etc.) The **Vendor** will provide therapeutic diet meals upon the **County's** request. Specific therapeutic diets will be prepared and served to inmates in accordance with order of the **County's** attending physician, dentist, or responsible health authority. Medical diets will be specific and complete and will be furnished in writing to the **Vendor**.

- 2.2.5.2 – The **Vendor** will provide diets in compliance with applicable religious requirements of the inmates as approved by the Sheriff/designee.
- 2.2.5.3 – The **Vendor** will provide a minimum of four (4) holiday meals at Thanksgiving, Christmas, New Year’s Day and Easter; and others as requested by the **County** for inmates and staff.
- 2.2.5.4 – The **Vendor** will provide restricted diet meals, which conform to the sample menus contained in the **Vendor’s** proposal.
- 2.2.5.5 - The **Vendor** will provide copies of all “special diets menus” to the Facility Medical Department and Administrative Office. Diets will include calorie content and food served by type and portion amount. Special diets will be provided to the Medical Department and Administrative offices prior to the start up date of this Agreement.
- 2.2.5.6 – The **Vendor** will provide, at the request of the Sheriff/designee, “finger foods” served with no utensils on a specialized tray for inmates housed in Special Housing Units, including medical/mental health watches, including *Nutra-loaf*.
- 2.2.5.7 – The **Vendor** will have the inmate menu reviewed annually by a Registered Dietician, licensed by the State of New York and include a signed nutritional compliance statement.
- 2.2.5.8 – The **Vendor** will maintain a sample meal of each meal served for 72 hours. The **County** reserves the right to review and change the menu at its discretion.

2.2.6 – Meat Portions

- 2.2.6.1 – All meat portions will be no less than 4 oz and no more than 6 oz cooked weight.

Beef Graded USDA good will be used for pot roast or stews. Otherwise, only first quality foods, such as Grade A eggs, Grade A or B poultry, U. S. Choice Grades of Beef, Grade A or B fancy fresh or frozen vegetables and fruits, and Grade A or B canned goods will be used.

No pork products or pork derivatives including gelatin, will be used. At the request of the Sheriff/designee, the **Vendor** will provide a manufacturer’s statement of ingredients for the requested items.

Ground beef and ground beef patties will be provided with a minimum lean to fat ratio of 80/20. Ground beef will not contain any: gland meat, bull meat, stag meat, or head meat. Only USDA inspected meat will be used. During grinding, meat should remain below 40F, but not less than 30F. Meat should be double ground. Soy or other extenders are acceptable up to 6%.

2.2.7 – Cereal, Condiments, Sample Meals

- 2.2.7.1 – *Cereal* - Cereal on menus designates one (1) cup. One cup is measured to be either (9) ounces by volume or one and one half(1 ½) ounces by weight. Only bulk cereal is to be used.

2.2.7.2 – *Condiments* - Condiments such as ketchup, mustard, mayo-type dressing, margarine, salad dressing, syrup, and jelly will be provided in prepackaged, portion control packages. Salt and pepper will not be served to inmates.

2.2.7.3 – *Sample Menus* - The Vendor will provide a 28-day sample menu submitted with this proposal.

2.2.8 – Staff Meals

2.2.8.1 – The **Vendor** will provide one meal to correctional facility staff, covered under the collective bargaining agreement (232 Correction Officers and 20 Civilian Staff Members), who are assigned to work during regularly scheduled meal times. Meals provided will be the same as those served to inmates on the date and time of meal service.

Pursuant to the terms and conditions of the collective bargaining agreement, the aforementioned staff members may opt to receive a garden salad with choice of dressing, in lieu of a regular meal.

Additional staff food will be provided by the **Vendor** upon request of the Sheriff/designee. Staff meals will be counted in the total numbers of meals served to determine the price per the sliding scale.

2.2.8.2 – The **Vendor** will provide meals, in paper bags or other temporary food storage container, for inmates that miss the meals because they are out of the facility at the time of meal service.

At a minimum, these “bagged/boxed” meals shall be composed of the following: Four (4) slices of bread, Two (2) ounces of meat (e.g. turkey, turkey bologna, turkey salami, etc.), Two (2) ounces of cheese, one (1) serving of fruit (e.g., apple, orange, pear), beverage and packaged condiments (e.g., mustard, mayo-type dressing, ketchup).

2.2.9 – Food Quality

2.2.9.1 – The **Vendor** will use the following standards for purchase of raw food products:

All food and beverage products used in the performance of this Agreement must be served prior to the expiration date, when so dated.

The **Vendor** will provide, at their expense, natural fruit juice (may be reconstituted) for special diets. A stock (minimum of one (1) quart) of the aforementioned natural fruit juice will be kept in the Jail’s Medical Office for their use during emergencies.

2.2.10 – Temperature of Meals

2.2.10.1 – The **Vendor** will maintain food temperatures in accordance with the New York State Health Department heating and cooling requirements.

In addition, the **Vendor** will meet or exceed all New York State Department of Health Food Service Sanitation Guidelines, and all NCCCHC and New York State Commission of Corrections, County Correctional Facility Standards.

2.2.11 - Supplies and Equipment

2.2.11.1 – *Cost* - The **Vendor** is responsible for the cost of all supplies and equipment needed to provide food service, with the exception of costs associated with inmate labor.

2.2.11.2 – *Visual Inspections* - The **Vendor** is responsible for making a visual inspection during the mandatory pre-bid tour.

2.2.11.3 - *Telephone Service* – The **Vendor** shall be responsible for all telephone, fax lines and photocopying fees and/or machines relating to its ability to perform services under this agreement. The **County** will provide telephone service within the facilities for communication.

2.2.11.4 - *Office and Work Facilities* – The **County** shall provide the **Vendor** with office space and utilities.

2.2.12 - Program Support Services

2.2.12.1 - *Administrative Meetings and Reports* – The **Vendor** shall coordinate monthly Medical Administrative Meetings to discuss food services. Minutes or summaries shall be maintained and distributed to all attendees with copies retained for future reference.

2.2.12.2 - *Staff Meetings* – The **Vendor** shall conduct monthly staff meetings and maintain minutes of such meetings. Staff meetings shall include and be attended by assigned facility staff.

2.2.12.3 - *External Reviews* – The **Vendor** shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The **Vendor** shall develop and implement plans to address/correct identified deficiencies.

2.2.12.4 - *Statistical Data* – The **Vendor** shall describe its management information system. The **Vendor** shall be required to keep statistical data related to the inmate food service program which shall include utilization of service statistics and other areas that the **Vendor** and **County** agree would be useful to evaluate the food service program and anticipate future needs.

The **Vendor** shall prepare statistical reports on a monthly basis. The **Vendor** shall provide a narrative monthly report delineating the status of the food service program, which also identifies potential problems and discusses their resolution.

2.2.12.5 - *Inmate Grievance* – Complaint Policy – The **Vendor** shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the food service program. This Policy must comply with the Sheriff's legal requirements for maintaining an Inmate Grievance Program pursuant to New York State Commission of Correction Standards for local correctional facilities.

The **Vendor** shall maintain monthly statistics of grievances filed including complaints with and without merits.

All grievance procedures shall be in accordance with the **County** guidelines and NYSCOC regulations.

All grievances will be responded to in writing within 24 hours of its receipt. The OCSO and/or **County** reserve the right to review inmate grievances and the **Vendor's** actions. The **Vendor** must implement the OCSO and/or **County's** recommendations in disputed cases.

- 2.2.12.6 - *Policies and Procedures* – The **Vendor** shall be responsible for the development, maintenance and annual review of administrative and operational policies and procedures. The OCSO reserves the right to approve policies and procedures of the **Vendor**. The policies and procedures shall be designed to meet NCCHC, ACA and New York Statutes. Policies should also be congruent with the NYSCOC requirements for local correctional facilities. The policies should be site specific. The policies shall be signed and reviewed annually by the Food Service Manager, Sheriff and Undersheriff with additional review and congruence by the contract monitor.
- 2.2.12.7 - *Strategic Planning and Consultation* – The **Vendor** shall indicate its capability for strategic operational planning and administrative consultation. The **Vendor** shall be involved in the planning and programming of future renovations. The **Vendor** shall assign a member of its staff to attend all relevant meetings pertaining to future jail construction, or renovations and the subsequent transition.
- 2.2.12.8 - *Safety and Sanitation Inspections* – The **Vendor** shall coordinate monthly safety and sanitation inspections of the Correctional Facility's food service areas with designated **County** personnel. The **Vendor** shall make appropriate recommendations for corrections on discrepancies or citations noted.
- 2.2.12.9 - *Cost Containment Program* – The **Vendor** shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the **Vendor** plans to control costs, areas in which cost savings can be achieved and evidence of the success of such programs at other **Vendor** sites.
- 2.2.12.10 - *Records and Documentation Upon Termination of Contract* – All manuals, policies and procedures, food service related records, and other records and documentation developed, purchased or maintained by the **Vendor** for the Oneida County Correctional Facility, a division of the Oneida County Sheriff's Office, shall remain the property of and in the custody of the Oneida County Sheriff's Office without further obligation.

2.3 STAFFING

The **Vendor** will maintain trained staff, which shall be on duty seven days per week, 52 weeks per year, during meal prep, service and clean up times. The **Vendor** will provide efficient operation, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance, and planning to fulfill all aspects of this Agreement.

The **Vendor** will submit a staffing plan that is designed to meet the needs of the operation. The staffing plan should consider the current scope of the comprehensive food service operations as well as any additional needs of the operation; taking into account any proposed changes or additions to the scope of the operation which may be needed to fulfill the proposed program.

The **Vendor** will provide a Food Service Manager to be in attendance whenever the kitchen is in operation, to assure quality performance. Either the resident Food Service Manager or the Assistant Food Service Manager will be on duty each day. Additionally, either the Food Service Manager or the Assistant Food Service Manager will be on-call twenty-four (24) hours per day in order to provide administrative backup for on-duty **Vendor** staff and for the purpose of contact by **County** officials.

2.3.1 - Proposed Staffing

The OCSO's proposed food service staffing of the Correctional Facility is outlined in Appendix A. The **Vendor's** proposal must include the number of staff that is proposed to be on site during each meal service and clean up period including the specific professional rank of each. Variances for weekends or holidays should also be noted.

2.3.1.1 – *Plan-* **Vendors** may submit an alternate staffing plan as an alternate bid. The expectation is that the staffing plan that is submitted by the **Vendors** should be sufficient to carry out the food services required to fulfill the obligations of this contract according to NCCHC and NYSCOC standards.

2.3.2 - Recruitment and Credentialing

2.3.2.1 - *Recruitment* – The **Vendor** shall recruit and interview candidates. Priority should be given to qualified candidates that reside locally. The **Vendor** shall interview each candidate with a special focus on technical expertise, emotional stability, and motivation. The Correctional Facility Administrator or designee shall be involved in the interviewing process and final selection of the Food Service Manager candidates. Current qualified employees are to be given priority in any hiring process by the **Vendor**. In this regard, those current employees who wish to be considered for employment with the **Vendor** are to be interviewed and considered for employment prior to the public posting or advertising for personnel to fill the open positions. The **Vendor** should address the retention of current staff in its response. In order to maximize the retention of current staff that are deemed qualified and wish to continue in their current or equivalent positions, the **Vendor** is required by the Sheriff to carry over all leave benefits including accumulated vacation, compensatory, personal leave and sick time.

- 2.3.2.2 - *Credentialing* – The **Vendor** shall specify its credentialing procedures for professional staff employed at the facility.
- 2.3.2.3 - *Personnel Files* – Personnel files of all subcontractors and **Vendor** employees shall be kept at the facility. The files shall be made available to the facility administrator, contract monitor or designee. These files shall include, but not be limited to malpractice insurance certificates, evaluations and position responsibilities.
- 2.3.2.4 - *Turnover of Staff* – The **Vendor** shall describe its current food service employee turnover ratio in other contracts and shall additionally indicate specific turnover for and Food Service Managers.
- 2.3.2.5 - *On-Site Visit to Facility* – All screened candidates shall make an on-site visit to the facility prior to employment.
- 2.3.2.6 - *Approval by County of Company's Employees* – The final selection of all employees or subcontractors shall be subject to approval by the **Vendor**. Initial and continued employment of staff and subcontractors shall be subject to approval of the **County**. The **County** reserves the right to prohibit any of the **Vendor's** employees and/or independent **Vendors** from performing service with regard to this contract.
- 2.3.2.7 - The **Vendor** shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the **County**.
- 2.3.2.8 - The **Vendor** shall notify and consult with the Correctional Facility Administrator prior to discharging, removing, or failing to renew the contract of a professional staff member.
- 2.3.2.9 - *Rejection of Contractor's Personnel* – The Oneida County Sheriff's Office shall have the right to reject for use or service the employment by the **Vendor** of any person or firm. The Sheriff /designee reserves the right to remove from the site any person or firm employed or engaged by the **Vendor** when the Sheriff deems it to be in its best interest of the successful implementation of its correctional food service program. The privilege of entering and/or remaining on the premises of any secured facility under the jurisdiction of the Sheriff may be revoked at any time.
- 2.3.2.10 - *Employment Processing* – All personnel shall be required by the Sheriff's Office to pass a criminal record review conducted by the **County** for initial and/or continued employment. Additionally, all personnel performing on-site services are required to undergo a pre-employment drug screening the cost of which is paid for by the **Vendor**. All candidates successfully cleared through this process may be considered eligible for hire. In addition, the **Vendor** will detail in its proposal the hiring process to be utilized and a method to provide information regarding the individuals previous work history and credentials required to fulfill the duties of the position to be filled.
- 2.3.2.11 - *Facility Security* – The **Vendor** and its personnel shall be subject to and shall comply with all security regulations and procedures of the **County** and Oneida County Correctional Facility. Violations of regulations may result in the employee being denied access to the Correctional Facility.

In this event, the **Vendor** shall provide alternate personnel to supply services, described herein, subject to the OCSO's approval. The OCSO shall provide security for the **Vendor's** employees and agents consistent with security provided to other Correctional Facility employees and/or visitors.

2.3.2.12 - *Compliance with State and Federal Statutes* – All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, Correctional Facility directives, ACA standards, NCCHC standards, NYSCOC standards, Chairman's Memorandums, and policies and procedures of the Correctional Facility.

2.3.2.13 - *Employee Training and Orientation* – The **Vendor** shall describe the orientation program for its staff. The **Vendor** shall be responsible for ensuring that all new food service personnel are provided with orientation and appropriate training regarding food service practices on-site at the Correctional Facility. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other Correctional Facility operations shall be the responsibility of the Sheriff/designee.

2.3.2.14 - *Staff Security Orientation* – The **Vendor's** new employees are required to attend an orientation program conducted by the OCSO consisting of *Safety for Civilians and Workplace Violence* training seminars within (1) year of their employment. The **Vendor** shall be responsible for the employee compensation during this training.

2.3.2.15 - *Non-Compete Agreements* – The **Vendor** is prohibited from entering into covenants with "Not to Compete" or "Non-Competition" clauses with either employees or independent Vendors, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent Vendor or employee from competing, directly or indirectly, in any way with the **Vendor**. For the purpose of this paragraph, the term "competing directly or indirectly in any way with the **Vendor**" shall mean the entering into or attempting to enter into any similar business with that carried on by the **Vendor** with any individual, partnership, corporation, or association that was or is the same or related business as the **Vendor**.

2.3.2.16 - *Staffing and Schedules* – All hours shall be spent on-site at the Correctional Facility, except as otherwise expressly agreed to by the Correction Facility Administrator and the **Vendor**. Correctional Facility staffing work schedules may be modified upon the parties' mutual agreement and written consent. Copies of staff schedules will be provided to the Correctional Facility Administrator on a monthly basis, one week prior to the start of the month.

An accounting of actual days/hours worked by staff will be provided to the Correctional Facility Administrator on a monthly basis at the end of each month.

2.3.2.17 - A full-time contractual staff compliment shall be on-site for a least 40 hours per week. A 40 hour, on-site week shall consist of a 40 hour work schedule and an additional one-half hour unpaid meal period for each shift.

- 2.3.2.18 - The **Vendor's** staff shall administer the food service program at the Oneida County Correctional Facility. The staff shall be on-site each week at the Oneida County Correctional Facility. The staff shall not be reassigned to assist with problems associated with any other contracts. The Food Service Manager shall be responsible for overseeing the maintenance of food service records, scheduling of off-site appointments, ordering of food, supplies, and equipment.
- 2.3.2.19 - All staff (employees, contractual and those employed by the **Vendor**) shall be required to comply with sign-in and sign-out procedures on a mutually agreed upon time-keeping form. The **Vendor** shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the OCSO. The **Vendor** will be required to report in writing, staff schedules and staff working hours to the Correctional Facility Administrator on a weekly basis. Approved automated systems may be utilized for the purpose of these required reports.
- 2.3.2.20 - *Employee Benefits* – The **Vendor** shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) was computed into their staffing ratio. The **Vendor** should state whether positions in their proposal are to be covered by full or part time personnel.
- 2.3.2.21 - The **Vendor** shall include a synopsis of their benefit programs as an appendix to this proposal. The Vendor should describe its vacation, sick time, and leave policy and information regarding medical insurance coverage.
- 2.3.2.22 - *Staffing Shortage Penalties* – The **Vendor** shall agree to issue the **County** the appropriate financial credit consisting of an hourly salary and fringe benefits for all hours relating to each incidence that a position is not covered or remains vacant. Adjustments shall be made on a monthly basis.
If the position of Food Service Manager is left vacant for a period of greater than thirty (30) days, the Company shall pay one and a half times the salary rate per hour times the number of hours the position was left vacant after thirty (30) days.
- 2.3.2.23 - *Staff Leave Time* – The **Vendor** shall also make provisions in their staffing plan to cover periods of vacation, staff training and education or sick time by including appropriate relief factors and per diem staff. The **Vendor** shall specify in their staffing plan what relief factors and how many staff shall be included in their staffing plan. Deductions for vacation, sick time or education leave shall occur after three consecutive days of absence of staff.

2.4. OPERATIONS

2.4.1 - Meal Times

- 2.4.1.1 - Inmate meals will be provided three (3) times per day, seven (7) days per week, fifty-two (52) weeks per year, including leap year. Meals will generally be served during the following times:
- Breakfast** 0700 – 0800 hrs
Lunch 1100 – 1200 hrs
Dinner 1630 – 1730 hrs

No more than fifteen (15) hours is permitted between the evening meal and breakfast meal on the following day.

2.4.2. – Meal Service

- 2.4.2.1 - There is no inmate dining area at the Oneida County Correctional facility. All meals are delivered to the housing unit at the respective meal times for consumption.
 - 2.4.2.2 - The **Vendor** will provide insulated meal carts for the transportation of meals to the housing units.
 - 2.4.2.3 - Facility security staff will provide the **Vendor** with meal orders/counts at least two (2) hours prior to each meals service time.
 - 2.4.2.4 - The **Vendor**, along with help from Inmate Food Service Workers, will fill food trays in the kitchen in an assembly line fashion and will load completed meal trays into insulated food carts.
 - 2.4.2.5 - Facility security staff will verify meal counts, inspect all carts for contraband, and supervise the timely and sanitary distribution of meal carts to inmate housing units for consumption.
 - 2.4.2.6 - Upon completion of meal service, facility security staff will receive meal carts returned from housing units, inspect/count trays & utensils to ensure all trays/utensils are returned to the kitchen and no contraband is present.
 - 2.4.2.7 - The **Vendor**, along with the Inmate Food Service Workers, will ensure all used trays are emptied, washed, sanitized, and stored in proper location after each meal.
 - 2.4.2.8 - The **Vendor**, along with the Inmate Food Service Workers, will ensure that food service equipment, counters, and floors are cleaned and sanitized following meal service.
 - 2.4.2.9 - The **Vendor** will provide training on proper tray assembly and ensure all portion sizes are controlled and equally distributed for all inmates.
- 2.4.3 - Advertising**
- 2.4.3.1 - The **Vendor** will follow all Sheriff's Office and County regulations, rules, and standards.
 - 2.4.3.2 - The **Vendor** will obtain prior approval from the County for the use of any item with any logo, design, lettering, or advertising of any type on items such as papers plates, cups, or portion controlled packets of any kind.

2.4.4 - Use of Signs

2.4.4.1 - No signs, advertisements, notices, or pictures of any kind will be painted, inscribed, or affixed to any part of the premises, or any part of the buildings, without prior approval of the Sheriff. The **Vendor** vehicles may have the **Vendor's** name and address painted on the doors.

2.4.5 - Inmate Food Service Workers and Indemnification

2.4.5.1 - The **Vendor** will be fully responsible for the training and supervision of all inmates assigned as food service workers, in so far as his/her assigned duties and subsequent performance.

2.4.5.2 - The **Vendor** may at its discretion assign or reject any or all inmates on any given shift, at any time with final approval of the Sheriff/designee.

2.4.5.3 - The **Vendor** will utilize facility administrative/disciplinary procedures for any inmate removed from the kitchen.

2.4.5.4 - Inmates are not permitted to ride in any **Vendor** vehicles at any time.

2.4.5.5 - The Sheriff/designee will be responsible for security and will be entitled to remove any or all inmates at any time from the kitchen or food service assignment.

2.4.5.6 - The **Vendor** will indemnify and hold harmless, Oneida County, Sheriff, and its officials, officers, employees, and agents from and against all liability for loss, costs, damages, injuries, and claims which may result from the **Vendor's** use of inmates in the food service operation at the facility when such liability is attributable to any act of negligence or omission by the **Vendor**, its officers, employees, agents, consultants, subcontractors, vendors, owners, or shareholders.

2.4.5.7 - The indemnities herein provided for are in addition to all other indemnities provided for this Agreement.

2.4.6 - Procedures for Processing Complaints

2.4.6.1 - The **Vendor** will make note of any and all complaints and report them immediately to the Sheriff. The Sheriff will determine if they are to be initially investigated by the **County** or the **Vendor**. Should the Sheriff determine the initial investigation is to be handled by **Vendor**; the **Vendor** will follow their policies as outlined in the **Vendor's** proposal.

2.4.6.2 - The **Vendor's** Food Service Manager will act upon all complaints.

2.4.7 - Contingency Plan

2.4.7.1 - The **Vendor** will continue to provide services under the Contingency/Emergency Plan outlined in the **Vendor's** Proposal, should an event occur that may curtail or impact the normal operation of the facility, including but not limited to lockdowns, strikes by the **Vendor's** employees, natural disasters, riots, fire, power failure or kitchen shut down.

2.4.7.2 - The **Vendor** will continue to provide three (3) meals per day at the regular times. All meals will continue to meet the health and dietary requirements outlined in this Agreement.

Any facility outside of Oneida County Correctional Facility used by the **Vendor** to prepare meals, will maintain its health certification, while operating under this Agreement. Additional costs incurred by the **Vendor** during an emergency (as determined by the Sheriff) will be charged to the **County** at the **Vendor's** cost.

The **Vendor** will have on site, at all times, sufficient commodities to provide for, not less than five (5) days of three (3) complete meals, in case of emergency for both inmates and staff.

2.4.8 - Surplus Commodities

2.4.8.1 - The **County** may qualify to receive Surplus Commodities from the U.S. Department of Agriculture. There is no guarantee as to what, if any, commodities will be available during the life of this Agreement. The **Vendor** will utilize USDA commodities available to **County**.

2.4.8.2 - Federal regulations permit a **Vendor's** use of Surplus Commodities in providing food service in prisons, jails, and detention centers. However, the **Vendor** will assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture, specifically:

The **Vendor** agrees that any USDA commodities received on behalf of the **County** will only benefit the **County** and will be utilized only in the performance of the Agreement. The **Vendor** will maintain all financial and supporting documents, statistical records, and any other records pertinent to the use of the USDA surplus commodities program. The records and documents will be available for the duration of this Agreement and for a minimum of six (6) years and ninety (90) days after the termination of this Agreement.

2.4.8.3 - The **Vendor** agrees that if any litigation, claim or audit involving these records begins before the above period expires, and the **Vendor** will keep the records and documents for not less than six (6) years and ninety (90) days and/or until litigation claims or findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written Agreement is entered into.

Any Surplus Commodity or food provided for the facility will be credited on the next month's invoices. Credit will be separately stated on the invoice and will be calculated on the fair market value of the commodities received less shipping expenses.

2.4.9 – Energy Conservation

2.4.9.1 - The **Vendor's** work force will perform services in such a manner as to conserve electricity, gas, and water as part of the scope of operations under the Agreement.

2.4.10 - Sanitation

2.4.10.1 – The **Vendor** will ensure the entire food service department (kitchen, storeroom, and break room area will be operated and maintained in a clean and sanitary condition in complete compliance with Federal, State, and local standards, including but not limited to the regulations promulgated and enforced by the Oneida County Sheriff's Office.

2.4.10.2 - The **Vendor** will successfully pass all required health and sanitation inspections whether by County, State, or Federal officials with a Grade "A" or "equivalent" numerical score. Any costs incurred by the **County** due to **Vendor's** failure to pass any required health and sanitation inspections will be the responsibility of the **Vendor**.

2.4.10.3 - The **Vendor** will collect and dispose of all rubbish, garbage, litter, or other waste in accordance with jail policy.

2.4.10.4 - The **County** will be responsible for proper removal of trash and garbage within a reasonable amount of time after completion of each meal from the premises.

2.4.10.5 - The **County** will provide dumpsters and will be responsible for having them emptied. The **Vendor's** Food Service Manager will participate in periodic facility inspections with the Sheriff/designee. The **Vendor** will establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances and chemicals. This includes MSDS regulations.

2.4.10.6 - The **Vendor** agrees to submit to inspections by the Sheriff/designee and by County Health Department, State Health Department or other similar County, State, or Federal agencies upon the request of the Sheriff/designee.

2.4.10.7 - The **Vendor** will require all employees on all shifts to have Federal, State, or County Food Service Sanitation Certification when required by any such agency.

2.4.10.8 - The **Vendor** will not dispose of grease in drains. Grease will be disposed of in accordance with local health codes and the collection and removal of grease will be accomplished by an independent hauler, at the **Vendor's** expense.

2.4.10.9 – All chemicals, supplies, and other materials required for the proper sanitation will be provided by the **Vendor**. The use of any chemical will be subject to prior approval by the Sheriff/designee.

2.4.11 – Reports and Records

2.4.11.1 – The **Vendor** will provide a weekly report indicating the number of daily meals served to inmates and **County** staff. The report will be broken down into categories by the three meal times, by housing locations, regular meal, and facility staff meals. The **Vendor** will provide training reports when applicable.

Reports will be submitted monthly to the Sheriff/designee

2.4.12 – Management Meetings

2.4.12.1 – At the end of each quarter during the term of this agreement, the **Vendor** will send the **Vendor's** Regional Manager to the facility to meet with the Sheriff/designee to discuss the following areas to include but not be limited to:

- Food portion sizes
- Menu compliance (amount and product, completeness)
- Food temperature and other health and safety issues.
- Complaints/concerns

A written report will be submitted within two weeks of the above referenced meeting by the **Vendor**.

2.5 PERFORMANCE ADJUSTMENTS

2.5.1 - Failure to Pay Invoices

2.5.1.1 - Repeated failure to pay invoices within sixty (60) days of receipt or to have an agreement with a subcontracted company for payment may result in termination of the contract.

2.6 GENERAL REQUIREMENTS OF PROPOSERS

2.6.1. – The **Vendor** will return to the **County** at the expiration of this Agreement the food service premises and all equipment furnished by the **County** in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrences and except to the extent that said equipment may have been stolen by persons other than employees of the **Vendor** without negligence on the part of the **Vendor** or its employees and providing that all damages and losses are reported to the Sheriff/designee, in a timely manner, for all items covered by this paragraph. The **County** will pay for needed repairs caused by normal wear and tear.

2.6.2 - Stock of Food on Hand

2.6.2.1 - The **Vendor** may purchase all useable and wholesome food products and all supplies, chemicals, and miscellaneous items used by the **County** in the operation of the Food Service Department. **County** and **Vendor** will inventory all products prior to beginning service. Said value will be mutually agreed upon by both parties.

2.6.2.2 – Thirty days prior to the termination of this Agreement, **Vendor** will notify the Sheriff/designee of its intent to sell the remaining inventory, which at the **County's** option, may be purchased at fair market value.

2.6.3 – Transition and Continuity of Service of Expiration of Contract

2.6.3.1 - Continuity of service is critical to the **County**. The successful **Vendor** must agree to this philosophy and upon expiration of the Agreement agree to:

Exercise best efforts and cooperation for an orderly and efficient transition of the food service to a new vendor or to the **County**. There will be no interruption of service.

Negotiate a plan in good faith, with the successor to determine the nature and extent of the phase-in, phase-out services required. The plan will specify a date for service transition as described in the plan and shall be subject to the Sheriff's approval. The **Vendor** will provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in this Agreement are maintained at the required level of proficiency.

2.6.3.2 - The **Vendor** will own all food items, beverage items, chemicals and food inventories used for this Agreement. The **Vendor** may negotiate with the successor any terms and conditions for sale or transfer of ownership, of any or all inventories.

2.6.3.3 - There will be a ninety (90)-day termination clause whereas either Oneida County or the awarded **Vendor** can cancel the contract with 90 days prior written notice. Written notice should be directed to the Sheriff of Oneida County and to a designated representative of the **Vendor**.

2.6.4 - County Supplied Services

2.6.4.1 – The **County** will provide, install, maintain, repair, replace if necessary and permit the **Vendor** to use all mechanical food service equipment. Repairs required as a result of misuse or abuse or negligence by **Vendor's** personnel or inmates under their supervision of the **Vendor** will be paid by the **Vendor**. In the event repairs are required, the **Vendor** will immediately notify the appropriate County personnel.

2.6.4.2 – The **County** will provide trash removal, pest control, office space, inmate uniforms, and utilities, excluding modem and FAX services.

2.6.4.3 – The **County** will provide a sufficient number of inmate laborers at the times and locations necessary to assure efficient food service operations. The **Vendor** will provide staff as outlined in this Agreement to supervise inmate workers provided by the **County**.

2.6.3.2 - The **County** will provide adequate ingress and egress to all production area used by the **Vendor** and will provide adequate heat, gas, lights, ventilation, and all other utilities.

2.6.4.5 – The **County** will provide general maintenance to the building structure including but not limited to, the maintenance of, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces.

2.6.4.6 – The **Vendor** will not make any alterations to, additions to, or removal of any walls, windows, floors, ceilings, doors, equipment, or fixtures, without the prior written approval of the Sheriff/designee. Windows and other openings will not be covered with any blinds or drapes without prior written approval of the Sheriff/designee.

2.6.4.7 – The **Vendor** will call to the Sheriff/designee's attention any equipment or items that are in need of repair or replacement. The **Vendor** will ensure all employees and inmates exercise due care in the use of such equipment.

2.6.5 – Security

2.6.5.1 – The **Vendor** and the Sheriff/designee understand that security services are necessary for the safety of the agents and employees, as well as for the security of inmates and facility staff. The Sheriff/designee will provide security services sufficient to enable the **Vendor** and its personnel to safely provide the food services as outlined in the Agreement.

2.6.5.2 – The Sheriff/designee reserves the right to observe the **Vendor's** operations and inspect the kitchen and related areas at any time without notice to the **Vendor**. The **Vendor** will abide by any and all of the **County** rules and regulations, procedures and General Orders, as well as any directive by the Sheriff/designee regarding the **Vendor's** performance under this Agreement.

2.6.5.3 – All **Vendor** employees will be thoroughly screened by the Sheriff/designee prior to commencing work at the facility.

The Sheriff/designee will have the sole right, at any time, to reject any such employee who, in the Sheriff's/designee judgment, poses a risk or potential risk to the security or operations of the facility. The Sheriff reserves the right to require all of the **Vendor's** employees, contractors, and subcontractors to submit to photographing, fingerprinting, and urinalysis testing, at the **Vendor's** sole expense. Persons not previously screened for admittance will not be admitted to the facility without proper notification by the **Vendor** and authorization from the Sheriff.

2.6.5.4 – Any unusual occurrences will be reported immediately by the **Vendor's** supervisors to the Sheriff's facility staff. It will be the responsibility of the **Vendor** to secure its assigned areas and lock all doors before exiting the facility, unless directed by the Sheriff's facility staff.

2.6.5.5 – The **Vendor** will abide by the Sheriff's policy that individuals with outstanding felony or misdemeanor warrants will be denied access to the facility and will be reported to Law Enforcement. The **Vendor** will immediately bring to the attention of the Sheriff any employees with outstanding felony or misdemeanor warrants. The **Vendor** and Sheriff agree to provide for its employees, and cause its subcontractors to provide for their employees, a drug free workplace. The Sheriff will possess the sole discretion to deny any person access to the facility.

2.6.5.6 – The Sheriff will have control of all perimeter keys, locks, and security. The **Vendor** will have keys and access to those areas where food and supplies are stored and processed to be determined by the Sheriff/designee.

2.6.5.7 – The **Vendor** will have control of and access to the kitchen, storeroom and break area except for matters related to security, fire protection, and building repair; in these specific instances, the Sheriff will have absolute control and will maintain a master set of all keys.

2.6.6 - Working Within Secured Areas

2.6.6.1 – **Security** – Six (6) weeks prior to the commencement of work, the **Vendor** will supply a completed Oneida County Sheriff's Office background investigation packet for all employees and subcontractors assigned to work at the Oneida County Correctional Facility. Background investigations will be performed by Oneida County Sheriff's Office Investigators for the purpose of obtaining security clearance for entrance into the Oneida County Correctional Facility.

2.6.6.2 – **Notice Warning** – Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, will be prosecuted under the provisions thereof.

All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property, and packages.

2.6.7 - Contraband

Contraband will mean any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive, cell phones, tobacco or tobacco products, or any other article whose use of or possession would endanger the safety, security, or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.) Punishable under Penal Law 205.20, 205.25.

2.6.7.1 - A person, not otherwise authorized by law, commits promoting contraband:

- o By knowingly taking contraband into a correctional facility (jail) or the grounds of such facility;
- o Or by knowingly conveying contraband to any person confined in a correctional facility;
- o Or by knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

2.6.7.2 – The **Vendor** will provide the Sheriff/designee with a complete list of all persons duly authorized to work under this Agreement. Only those persons will be allowed to work within the facility. All **Vendor's** personnel authorized to work within the facility will be subject to a criminal security check performed by the Sheriff/designee.

The Sheriff may issue temporary identification cards to **Vendor's** employees which they will be required to wear at all times while on facility property. Cards will be returned to the jail central control and reissued to **Vendor's** employees each day.

- 2.6.7.3 – Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition, and other similar items into any areas of work. Smoking materials (cigarettes, cigars, matches, lighters, ignition sources, etc.) are contraband and are not permitted in the facility. Cell phones are considered contraband and are not permitted in the facility without authorization. The jail security personnel may conduct searches of the **Vendor's** personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by the **Vendor's** personnel is prohibited.
- 2.6.7.4 – The Sheriff reserves the right to prohibit entry, into the facility, all those employees deemed to be security risks, or who have violated any provision of this article.
- 2.6.7.5 – Certain areas of the jail where work needs to be performed within certain areas may require a jail escort. These areas will not be entered into without a jail escort. Work within these areas may also be restricted to spaces that can be observed by a jail escort.
- 2.6.7.6 – A designated area outside of the secured area will be arranged for parking of personal vehicles owned by **Vendor's** staff. Delivery trucks will be admitted to receiving areas only by the request of the **Vendor**, and under the supervision of the facility staff. The **Vendor** will immediately load or unload trucks and remove them from secured areas. Delivery hours are from 7:30 am – 2:00 pm, Monday – Friday only.
- 2.6.7.7 – The **Vendor's** staff will not talk to, signal, whistle, or in any way attract the attention of inmates outside of the kitchen area and will restrict their movements to the food service area other than entering for or leaving upon completion of work (restricted to main hallway to exit). Nothing will be taken from or given to an inmate. Inmates will not help the **Vendor** in any way unless directly ordered by the Sheriff. The **Vendor's** staff will promptly notify their supervisor and the jail's security personnel of all unusual happenings pertaining to the inmates.

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 SUBMISSION OF CONSULTANTS' PROPOSAL(S)

- A. Acceptance Period and Location: To be considered, **Vendors** must submit a complete response to this RFP. **Vendors** not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on August 5, 2016.

*Gregory Pflieger, Chief Deputy
Oneida County Sheriff's Office
6075 Judd Rd.
Oriskany, NY 13424
FAX: 315-765-2205
Email: gpflieger@oneidacountysheriff.us*

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification: **Vendors** receiving this RFP who do not wish to submit a proposal should reply with the "No Response" form provided to be received by the indicated contact person on the form no later than the proposal submission date. This RFP is the property of the Oneida County Sheriff's Office and may not be reproduced or distributed for purposes other than proposal submissions without the written consent of the Oneida County Attorney.
- C. Required Copies: **Vendors** must submit one (1) signed original Proposal and five (5) complete sets of the signed original. **Proposals should be clearly marked as "Oneida County Correctional Facility Food Services"**. **Vendors** are encouraged to respond electronically in addition to submitting hardcopies of its proposal as provided above. **Vendors** will make no other distribution of proposals. An official authorized to bind **Vendors** to its provisions must sign proposals.
- D. Pricing Period: For this RFP, the terms indicated within the proposal must remain valid for a minimum of 180 days past the due date for receipt of RFPs.
- E. Economy of Preparation: Proposals should be prepared as simply as possible and provide a straightforward, concise description of the **Vendor's** capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Vendor complies" or "**Vendor** understands" should be avoided.

3.2 RESPONSE DATE

To be considered, sealed proposals must arrive at the specified location on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Vendors mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.3. CLARIFICATION OF RFP AND QUESTIONS

Questions that arise prior to or during proposal preparation must be submitted in writing or via email pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all **Vendors** who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the **Vendor** and any other member of the **County** with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for **Vendor** disqualification.

3.3.1 - *Pre-Bid Conference* – There will be an optional pre-bid conference conducted approximately one week after the release of the RFP. The conference will include a tour of the Oneida County Correctional Facility as well as an opportunity to ask questions and request clarification of items within the RFP.

3.4 ADDENDA TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that received the original basic RFP. **An acknowledgement of such addenda, if any, must be submitted with the RFP response.**

3.5 ORGANIZATION OF PROPOSAL

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in this section.

- A. Transmittal Letter: Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the **Vendor** to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and email address for the **Vendor's** primary contact person.
- B. Table of Contents: Include a numbered Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Company Information: Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.

3. Financial history of the company covering the last three years. Attach the most current copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and any related notes to these documents, including but not limited to a management letter provided by your company's accounting firm.
 4. Functions and location of your nearest regional office to Oneida County.
 5. Anticipated growth of your organization including expansion of the client base and acquisition.
 6. Litigation history of the Company. Provide a list of any claims brought or judgments rendered against the company as a result of litigation involving inmate medical care within the last three (3) years. At a minimum, provide the amount of the judgments and a brief description of the circumstances regarding the judgments.
- D. Experience:** Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to the project. This section must include:
1. A list of all public sector clients in the State of New York and the dates of engagement for each client. Include the following information for each public sector client:
 - a. Name and address of the client;
 - b. Approximate annual budget;
 - c. Name and telephone number of contact person;
 - d. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
 2. List a minimum of three (3) current contract references where the existing contract is at least one year in length, the facility has an inmate population of at least 500 inmates, and the facility is NCCHC accredited. Include the name of the facility, the location of the facility, the name of a contact person with the contracting entity, and contact information for the individual.
 3. Resumes for the key personnel to be involved in providing services to the County.
- E. Vendor's Proposal:** **Vendors** must submit a detailed Project Narrative and Plan that describes:
1. The **Vendor's** expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
 2. How its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
 3. Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

- F. Cost Proposal: **Vendors** must provide the proposed method of compensation for the services.
- G. Insurance Certificates: Each Vendor must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4 of this RFP.
- H. Exceptions to the Standard Oneida County Contract: For all exceptions to the Standard Oneida County Contract, the **Vendor** must indicate on a separate sheet labeled "Exceptions Taken to the Standard Oneida County Contract", the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the **Vendor**, but rather that the **Vendor** explain their position so that the conflict can be evaluated. If no exceptions are noted, the **Vendor** is presumed to have agreed with all sections of the standard contract.
- I. Certification: Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.
1. All prices and notations shall be written in ink or typed.
 2. The individual signing the Proposal must initial changes or corrections made to the Proposal
 3. Corrections and/or changes will not be permitted after the proposals have been opened.

3.6 METHOD OF EVALUATION

- A. Evaluation Committee: Selected personnel from Oneida County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria: All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the **Vendor** with whom a contract may be signed.

Evaluation of the proposals will consider several factors, each of which has an impact of the relative success of the **Vendor** to provide the services as outlined in Section 2 of the Request for Proposals. Responses to this RFP will be evaluated according to the following criteria:

1. Proposed Fees
2. Understanding of the Project
3. Degree of Relevant Experience
4. Technical Competence

5. References

6. Capacity and Availability to Perform the Services

7. Local Office

C. Contract Approval Process: **Vendors** must be aware that any contract resulting from this request for proposals is subject to prior approval by the Oneida County Legislature and the Oneida County Law Department. The County anticipates awarding this contract on or about September 1, 2016, with services anticipated to begin October 1, 2016.

3.7 ORAL PRESENTATION

Vendors who submit proposals should be prepared to make an oral presentation to the Evaluation Committee. Presentations will be by invitation only and are intended to provide an opportunity for the **Vendor** to clarify their proposal and ensure a thorough mutual understanding. At the same time, Oneida County is under no obligation to offer any **Vendor** the opportunity to make such presentation.

3.8 INVESTIGATIONS

The **County** reserves the right to conduct any investigations necessary to verify information submitted by the **Vendor** and/or to determine the **Vendor's** capability to fulfill the terms and conditions of the submitted proposal documents and the anticipated contract. The **County** reserves the right to visit a prospective **Vendor's** place of business to determine the existence of the company and the management capabilities required to administer this agreement. The **County** will not consider **Vendors** that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

SECTION 4 – GENERAL INFORMATION FOR THE CONSULTANT

4.1 RESERVATION OF RIGHTS

The **County** reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various **Vendor** proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the **County**. The **County** is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the **County**. If it is in its best interest to do so, the **County** reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more **Vendors**. The **Vendor** selected will be chosen on the basis of greatest benefit to the **County** as determined by an evaluation committee.
- B. Negotiate contracts with the selected **Vendors**.
- C. Award a contract to more than one **Vendor** for any portion of this specification.

4.2 CONTACT NEGOTIATION

Negotiations may be undertaken with those **Vendors** whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the **County**, as determined by price and other factors considered. The **County** reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the **County**. Attached to this RFP and listed as "Appendix A" is a copy of Oneida County's standard agreement which contains mandatory provisions.

4.3 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful **Vendor** may become contractual obligations, should a contract ensue. Failure of a **Vendor** to accept these obligations may result in cancellation of the award.

4.4 PRIME RESPONSIBILITIES

The selected **Vendor** will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected **Vendor** will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors.

Further, the **County** shall approve all sub-contractors and will consider the selected **Vendor** to be the sole point of contact with regard to the contractual matters, including payment of any and all charges resulting from the contact.

4.5 PROPERTY RIGHTS

For purposes of this RFP and for the contract, the term "work" is defined as all data, records, files and information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the **Vendor**. The **County** and the **Vendor** intend that the contract is to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the **Vendor** to be a work made for hire. In submitting a proposal in response to the RFP, the **Vendor** acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the **County**.

The **Vendor** and the **Vendor's** employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the **County**. Any property or Work not specifically scheduled in the Contract, as property of the **Vendor** shall constitute property of the **County**.

In addition to compliance with the right to audit provisions of the contract, the **Vendor** must deliver to the **County**, no later than the twenty-four (24) hours after receipt of the **County's** written request for same; all completed, or partially completed work and any and all documentation or other products and results of the services under such contract. The **Vendor's** failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the **County**, this twenty-four (24) hour period may be extended for delivery of certain completed or partially completed work or other such information, if such extension is in the best interest of the **County**.

The **Vendor** will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the **County**.

4.6 CONTRACT PAYMENT

Actual terms of payment will be the result of agreements reached between Oneida County and the **Vendor** selected.

4.7 NEWS RELEASE

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the **County** and then only in coordination with the Sheriff's Office Public Information Officer.

4.8 NOTIFICATION OF CONSULTANT SELECTION

All **Vendors** who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 INDEPENDENT PRICE DETERMINATION

- A. By submission of a proposal, the **Vendor** certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
1. The process in the proposal has been arrived at independently without consultation, communication, or agreement, with any other **Vendor** or competitor for the purpose of restricting competition; and
 2. No attempt has been made or will be made by the **Vendor** to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
1. He/she is the person in the **Vendor's** organization responsible within that organization for the decision as to prices being offered in the proposal and that he/she has not participated and will not participate in any action contrary to A (1) and (2) above;
 2. He/she is not the person in the **Vendor's** organization responsible within that organization for the decision as to prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he/she has not participated, and will not participate in any action contrary to A (1) and (2) above.
- C. A proposal will not be considered for award if the sense of statements required in the proposal has been altered so as to delete or modify 1 and 2 above.

4.10 INCURRING COSTS

Oneida County is not liable for any costs incurred by **Vendors** prior to the effective date of the contract.

4.11 MATERIAL SUBMITTED

All rights, titles and interests in the material submitted by the **Vendor** as part of the proposal shall vest in Oneida County upon submission of the **Vendor's** proposal to Oneida County without any obligation or liability by Oneida County to the **Vendor**. Oneida County has the right to use any or all ideas presented by a **Vendor**.

Oneida County reserves the right to ownership, without limitation, of all proposals submitted, however, because Oneida County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law 84-90), Oneida County will, to the extent permitted by law, seek to protect the **Vendor's** interest with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law 87, Oneida County will deny public access to **Vendors'** proposal to the extent the information constitutes a trade secret, and explains how disclosure would cause harm to the **Vendor's** competitive position.

4.12 INDEMNIFICATION

The **Vendor** shall defend, indemnify and save harmless the **County**, its Officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the **County** which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the **Vendor**, its agents or employees, arising from any act, omission or negligence of the **Vendor**, its agency or employees, or arising from any breach or default by the **Vendor**, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the **County** from its own negligence or misfeasance or to assume any such liability for the **County** by the **Vendor**.

4.13 INSURANCE REQUIREMENTS

The **Vendor** shall procure and maintain at this own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do a business in the State of New York, covering all operations under the Contract whether performed by the **Vendor** or by his subcontractors.

The successful **Vendor** shall furnish to the **County** a certificate or certificates of insurance in a form satisfactory to the Oneida County Attorney showing that has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the **County**. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation.

The kinds and amounts of insurance are as follows:

- A. WORKER'S COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the **Vendor** in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by the **Vendor** or the **Vendor's** subcontractor. The **Vendor** shall be void and of no effect unless the person or corporation making or executing same shall ensure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.

B. LIABILITY AND PROPERTY DAMAGE INSURANCE: Issued to the **Vendor** naming Oneida County as an additional insured, and covering liability with respect to all work performed by the **Vendor** under the contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

Comprehensive Form
Premises-Operations
Products/Completed Operations
Contractual Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Consultants
Personal Injury

C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE: A policy issued to the **Vendor** and covering the liability for damages imposed by law upon the said **Vendor** for the acts or neglect of each of the **Vendor's** subcontractors with respect to all work performed by said subcontractors under this agreement.

D. PROFESSIONAL LIABILITY INSURANCE: A policy to cover errors and omissions of the **Vendor** with minimum limits of \$2,000,000 per occurrence.

E. MOTOR VEHICLE INSURANCE: Issued to the **Vendor** and covering liability and property damage on the **Vendor's** vehicles in the amount of \$1,000,000 per occurrence.

4.14 PROPOSAL CERTIFICATION

The **Vendor** must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the **County** must be borne by the **Vendors**. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the **Vendor**.

ALL PROPOSALS SHALL BE CONSIDERED FINAL WHEN RECEIVED.

APPENDIX A – STANDARD ONEIDA COUNTY CONTRACT

THIS AGREEMENT, made this _____ day of _____ 2016 , by and between ONEIDA COUNTY, a municipal corporation, with offices at 800 Park Ave., Utica, NY 13501, herein referred to as the “COUNTY”, and _____, with officers at _____, hereinafter referred to as the ‘CONTRACTOR’.

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 2 of the Request for Proposal (RFP) hereof, and

WHEREAS, the COUNTY issued a Request for Proposal (RFP), attached hereto as Contract Attachment “A”, and

WHEREAS, the CONTRACTOR has submitted a proposal, attached hereto as Contract Attachment “B” date, _____ to perform the requested services, and

WHEREAS, The County Legislature of the County of Oneida by Resolution No. _____ of 2013, authorized the County Executive, or his designee, to enter into a contract for services as hereinafter described, and

WHEREAS, the CONTRACTOR is willing, able, and qualified to perform such services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Contractor shall provide the following services for the County:

- A.
- B.

II. TERM OF CONTRACT

The term of this Agreement shall be for the period of _____ through _____. This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon 60 day’s prior written notice sent by registered or certified mail to the Oneida County Executive and the Sheriff of Oneida County. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party.

Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement.

Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

III. PAYMENT FOR SERVICES

The County agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed _____ (\$_____).

Payment by the County for the sum(s) herein contracted for shall be made upon the submission of properly executed Oneida County claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the Oneida County Executive, or by his/her designee, and audited by the Oneida County Comptroller.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement. The Contractor shall prepare and make available such statistical and financial service and other records requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least thirty (30) days prior to the expiration of such policy or policies of insurance. The Contractor's general liability insurance shall provide for and name Oneida County as an additional insured.

All policies shall insure the County for all claims arising out of the standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Oneida County with prompt written notice of any incident, protection of such insurance affords Oneida County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

VI. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the provision of any products by the Contractor, its agents or employees, arising for any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Oneida County not make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

VIII. TITLE TO WORK

- A. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement.

The Contractor shall obtain from any subcontractors and shall transfer, assign and/or convey to Oneida County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark right, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

- B. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant, allow security interest in, or otherwise dispose of this Agreement or any of its right, title, or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

XI. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of the Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Officer of Management and Budget Circulars A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in Section _____ of this Agreement, _____ (4---
----) of such amount or from the United States Government under the following:

Award Name:

Award Number:

Award Year:

Name of Federal Agency:

Catalog of Federal Domestic Assistance (CFDA) Number:

The Award [] is [] is not related to Research and Development.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall retain all documents relation to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

**Oneida County Internal Audit Unit
Oneida County Office Building
800 Park Ave.
Utica, NY 13501**

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

XII. RIGHT TO INSPECT

Designated representative of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

XIII JOB OPENINGS

The Contractor recognizes the continuing commitment on the part of Oneida County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Oneida County. Such notice shall be given as soon as practical after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Commission of Personnel. The would include at least a description of conditions for employment, including the job title, job description, and information concerning wages, hours per work week, location and qualifications (education and experience).

Notice shall be given in writing to:

**Oneida County Commissioner of Personnel
County of Oneida Office Building
800 Park Ave
Utica, NY 13501**

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Oneida County for the benefit of the community. Noting contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

XIV. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights law of the State of New York as set forth in Section 290 – 301 of the Executive Law of the State of New York.

XV. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has take and secured all necessary board of directors and shareholders action and approval.

XVI. CONFIDENTIAL INFORMATION

- A. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designed as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services within the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information as described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County.

Information publicly known and that is generally employed to the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

- a. Contractor shall not, without prior authorization from Oneida County, acquire, use or copy, in whole or in part, any Confidential Information
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized by Oneida County to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any confidential information, without the prior written permission of Oneida County.
- d. Contract shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidentiality Agreement.

2. Nature of Obligation

- a. The Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

XVII. GENERAL PROVISIONS

This Agreement, including any attachments, amendments, addendums, or appendices attached hereto, constitutes the entire Agreement between the County and the Contractor and cancels and supersedes any and all prior Agreements, whether written or oral, with respect to the subject matter of this Agreement between the parties hereto for the services herein to be provided. No waiver, alterations or modifications of any provisions of the Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound. The Agreement shall be governed by and construed in accordance with the Laws of New York State without regard or reference to its conflict of law principles.

XVIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

XIX. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contactor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations, including County policies and procedures.

XX. MISCELLANEOUS

The Contractor agrees to share space with the current vendor for the *Oneida County Meals on Wheels Program*.

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State, and local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
County Executive

CONTRACTOR

By: _____
Name:
Title:

Contractor's Federal ID Number or Social Security Number

CONTRACT APPENDIX A ADDEMDUM

THIS APPENDIX, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.²

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the

- making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.³
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and

4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented.

Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____
Oneida County Executive

By: _____
Name:

Approved as to Form only

Oneida County Attorney

CONTRACT ATTACHMENT A

Request For Proposal Document

CONTRACT ATTACHMENT B

Contractor's Response