

INVITATION TO RFP

Sealed RFPs, subject to the conditions contained herein, will be received by ONEIDA COUNTY PURCHASING until **4:00 P.M.**, local time on **Wednesday August 15, 2018**

Fleet Leasing & Management Services RFP- # 2018-247

Specifications MUST be RECEIVED from Oneida County Purchasing, phone Shelley Nowak, Assistant Director of Purchasing at 315-798-5884, or mail request to Oneida County Purchasing, 6th Floor, 800 Park Avenue, Utica, NY 13501, or download from the Oneida County website at <http://www.ocgov.net> (Public Notice Section.)

Copies of the described RFP may be examined at no expense at the Oneida County Purchasing Department.

The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Purchasing Department.

Oneida County 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 handicap.

Shelley Nowak
Assistant Director of Purchasing

Dated: July 30, 2018

Fleet Leasing & Management Services
RFP - #2018-247

I. SCOPE

Oneida County ("County") requests written proposals from qualified companies to provide Fleet Leasing and Management Services, including vehicle service and maintenance on an "as needed" basis, and potential additional services as defined in the Specifications of this RFP and as may be proposed by Offerors. There is no guaranteed number of vehicles to be leased throughout the intended five-year (5) contract term. The County reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the County.

II. SPECIFICATIONS

A. Lease Requirements

1. The County plans to sign a master lease for the various Departments of the County and develop an ordering process with the successful Offeror. The Purchasing Department will work with the various Department Heads in the County to facilitate the choice of an appropriate vehicle, options and lease term necessary for each vehicle leased.
2. The County reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the County.
3. The lease must be a Five (5) year Open-Ended Lease with no mileage restrictions.
4. Depreciation shall be determined to reflect lowest possible value at end of term.
5. Any profits realized from sale of vehicles (leased or in County's current fleet) shall be shared with County and lease holder.
6. Vendor must supply End of Term Balance at the end of the 60-month term.
7. Vendor will be responsible for licensing and registration of the vehicles to the County with exempt license plates and applicable taxes.
8. Vehicle warranty will be bumper-to-bumper for a minimum of three (3) years or 36,000 miles, or the manufacturers' warranty, whichever is longer.
9. Prices offered must be firm, fixed prices, and not subject to change for leases started during the first ordering period. Vendor shall be responsible for licensing and registration of the vehicles to the County. **Fees associated with titling and tagging shall be the responsibility of Vendor and shall be considered included in prices paid under the Master Agreement.**

10. Vendor shall list all other applicable fees and charges, including, but not limited to, mileage and end of lease inspection fees, in its proposal – **no other fees, taxes, expenses, costs or charges shall be permitted during any term of the lease, unless mandated by New York State or Federal law or regulation.**

11. Throughout each lease term Vendor shall provide maintenance services for each vehicle as agreed to in any resulting contract (based upon these Specifications and Vendor's proposal) and in accordance with manufacturers' requirements based on manufacturer specified month/mileage intervals.

12. Proposals must outline reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.

13. All ordering will originate directly from the County and a County representative will accept vehicles upon delivery.

14. **NOTE: The County is tax-exempt including, but not limited to, excise tax on all vehicles registered to the County.**

B. Vehicle Service, Maintenance, Repair and Other Programs

1. The County requires its fleet of vehicles to be in good repair and maintained in a manner that provides safe, working and effective vehicles to be available for all shifts. Some fleet vehicles are used on a continuous basis by different drivers and some vehicles may be driven less frequently. This contract will facilitate preventative maintenance for all leased vehicles on a scheduled basis, depending upon use, and repairs on an "as needed" basis. As County deems necessary it may request maintenance service to be included on select leased vehicles.

2. Offerors may propose additional services such as fuel card programs, ability to sell vehicles in County's current fleet, or other programs but **all proposals must include maintenance and repair service programs.**

3. Please include the cost for each program in the Proposal pricing and provide detail on all program(s), as applicable, including but not limited to:

- a. Location of facilities that will perform services
- b. Monitoring, tracking, and notification capabilities/procedures
- c. Included and excluded services/items/coverage
- d. Compatibility with manufacturer's warranty, as applicable
- e. Qualification requirements for those performing services

C. Other Requirements

1. **Contract Management** - Vendor shall establish and maintain an appropriate organizational structure to enable local management of any contract awarded under this RFP. A full description supporting Vendor's ability to service the contract (including but not limited to office locations) should be included with the proposal submission.

2. **Vehicle Mileage and Term** - Vendor should be able to support vehicle return and replacement as specified in contract. The awarded Vendor may propose, and the County may consent to, a desired timeframe or mileage interval different than levels requested by the County, if such intervals provide advantages to the Vendor, the County, or both, such as lower lease prices due to better vehicle resale potential.

3. **Vehicle Inspections** - All vehicles leased under the Master Agreement shall be inspected upon delivery, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle and acceptance that it meets ordering specifications.

D. Vehicle Specifications

1. General Requirements

Offeror must submit pricing for the vehicles listed in ALL groups below. All vehicles provided under each group must:

- a. be NEW from the factory
- b. include all manufacturer's standard equipment
- c. include Air Conditioning
- d. come in standard exterior and interior colors, including white exterior
- e. include a minimum of two (2) key sets per vehicle
- f. include front license plate bracket
- g. be registered by the Vendor with plate type selected by the County if more than one option is available for any vehicle
- h. to the extent possible, have a high (favorable) fuel efficiency (mpg) rating for its class
- i. to the extent possible, be the lowest cost of ownership in class

2. Sedan Requirements

- a. **2019 or latest model Ford Focus SE, or approved equal**
 - i. 4 cylinder engine
 - ii. Automatic transmission
 - iii. Front wheel drive
 - iv. Anti-lock brakes
 - v. Power steering
 - vi. Intermittent wipers
 - vii. Driver and passenger air bags

- viii. Power door locks
- ix. AM/FM radio

3. SUV Requirements

- a. **2019 or latest model Jeep Renegade Latitude, or approved equal**
 - i. 4 cylinder engine
 - ii. 4x4
 - iii. Automatic transmission
 - iv. Navigation package (optional)
 - v. Anti-lock brakes
 - vi. Power steering
 - vii. Intermittent wipers
 - viii. Driver and passenger air bags
 - ix. Power door locks
 - x. AM/FM radio

4. Van Requirements

- a. **2019 or latest model Dodge Grand Caravan SE Minivan or approved equal**
 - i. V6 Engine
 - ii. 6 speed automatic transmission
 - iii. Anti – lock 4 wheel heavy duty disc brakes
 - iv. Disc brakes front and rear
 - v. Engine oil cooler
 - vi. Power rack and pinion steering
 - vii. Front wheel drive
 - viii. Touring suspension
 - ix. 2nd/3rd row Stow and go w/ 3rd row tailgate seats
 - x. Low back bucket seats
 - xi. Passenger side sun visor with mirror
 - xii. Drivers side sun visor with mirror
 - xiii. 12 - volt DC auxiliary power outlet
 - xiv. 12 - volt DC front and rear power outlets
 - xv. 3-zone manual temperature control
 - xvi. Passenger assist handle
 - xvii. Dual glove boxes
 - xviii. Floor mats
 - xix. Console with cup holders
 - xx. Front and rear AC with heater
 - xxi. Power door locks
 - xxii. Power windows
 - xxiii. Second row assist handle
 - xxiv. Rearview day/night mirror
 - xxv. Sunscreen glass

- xxvi. Tilt steering column
- xxvii. Tire pressure monitor system
- xxviii. Door courtesy lamps
- xxix. Front courtesy/map lamps
- xxx. Headlamp turn off time delay
- xxxi. Liftgate flood lamp
- xxxii. Rear dome lamp
- xxxiii. AM/FM Radio
- xxxiv. Wheel covers
- xxxv. Steel wheels
- xxxvi. All-season tires
- xxxvii. Sliding drivers side door with glass
- xxxviii. Sliding passengers side door with glass
- xxxix. Day time running lamps
- xl. Power mirrors with heating element manual fold away
- xli. Rear window defroster
- xlii. Rear window wiper or washer
- xlili. Front and side air bag system
- xliv. Cruise control

5. **Pickup Requirements**

- a. **2019 or latest model Ford, Chevrolet, or Dodge ¾ ton 4WD Pick-up, or approved equal**
 - i. V 8 engine
 - ii. Automatic transmission
 - iii. 4 wheel drive
 - iv. Regular cab
 - v. 8 ft. bed
 - vi. Vinyl bench seat
 - vii. Anti-lock brakes
 - viii. Power steering
 - ix. Intermittent wipers
 - x. Driver and passenger air bags
 - xi. Power door locks
 - xii. AM/FM radio
 - xiii. ¾ ton payload capacity
 - xiv. Amber warning light mounted on roof, installed (optional)
 - xv. 7.5 ft. power angle plow, installed (optional)

- b. **2019 or latest model Dodge Ram 1500 Pick-up, or approved equal**
 - i. Cab standard
 - ii. 8 ft. bed
 - iii. V 8 engine
 - iv. Automatic transmission

- v. 2 wheel drive
 - vi. Anti-lock brakes
 - vii. Power steering
 - viii. Power brakes
 - ix. Intermittent wipers
 - x. Driver and passenger air bags
 - xi. Power door locks with remote
 - xii. AM/FM radio – standard sound system
 - xiii. Vinyl seats
 - xiv. Air conditioning
 - xv. Sliding rear window
 - xvi. Rear step bumper
 - xvii. Class 3 hitch under rear bumper (optional)
 - xviii. Rear window rack/glass protector (optional)
 - xix. Factory trailer wiring package/tow package (optional)
- c. 2019 or latest model Dodge Ram 1500 Pick-up with bed cap, or approved equal**
- i. Extended cab
 - ii. 8 ft. bed
 - iii. V 8 engine
 - iv. Automatic transmission
 - v. Tow package with brake controller (optional)
 - vi. 2 wheel drive
 - vii. Anti-lock brakes
 - viii. Power steering
 - ix. Power brakes
 - x. Intermittent wipers
 - xi. Drivers and passenger air bags
 - xii. Power door locks / with remotes
 - xiii. AM / FM radio
 - xiv. Vinyl seats
 - xv. Air conditioning
 - xvi. Full glass rear window
 - xvii. Rear step bumper
 - xviii. Class 3 hitch or better / under rear bumper (optional)
 - xix. Rear bed cap with side and rear window access
 - xx. Cap height – same as cab

E. Ordering Periods

The ordering periods under this contract will extend as follows. Exact dates will be specified in the contract upon award.

1. First Ordering Period – Date of award through December 31, 2019

2. Second Ordering Period – Expiration of First Ordering Period through one calendar year.
3. Third Ordering Period – Expiration of Second Ordering Period through one calendar year.
4. Fourth Ordering Period – Expiration of Third Ordering Period through one calendar year.
5. Fifth Ordering Period – Expiration of Fourth Ordering Period through one calendar year.

F. Delivery

All deliveries shall be FOB any point in County. Vehicles will be anticipated for quick delivery and a short guaranteed delivery can be considered. Order delay exceeding one hundred twenty (120) days may cause cancellation of order at County's discretion without cost to the County.

G. Reporting Requirements

The third (3rd) and ninth (9th) months in each ordering period, the Vendor shall meet with County to discuss a contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of the County at any time during the previous six-month period. A separate section of the following information for each vehicle: Vehicle year, make and model; vehicle identification number; date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be e-mailed monthly to the Director of Budgeting. The Vendor shall provide two hard copies and two electronic copies of the report. County will review this information and compare it to County records to detect potential inconsistencies requiring resolution.

H. End of Lease Options

1. At the end of lease term, the County may:
 - a. Purchase the vehicle from the Vendor for the end of term obligation (amount to be determined at time of lease)
 - b. Turn in the vehicle to be disposed by the Vendor. (Excess value may be returned to the County or applied toward a new lease at County's discretion.)
 - c. Other options, as may be delineated in Offeror's proposal and accepted subject to negotiation with County.
2. When the County turns vehicles in to the Vendor, the Vendor will check

vehicle in with a written report to be provided to County upon completion of check-in.

3. For any vehicle to be sold by Vendor (either leased under a contract resulting from this RFP or from the current County fleet), Vendor shall dispose of vehicle in accordance with the County surplus disposal policy and procedures applicable at the time of disposal and in cooperation with the County.
4. Funds received by the Vendor for disposing of a leased vehicle shall be used to reconcile the remaining reduced book value of the vehicle. Any further credits or debits from leased or other vehicles will be applied to the County account and County may require credits to be provided via check or transfer or applied toward a new lease.

i. Additional Insurance and Liability Provisions

1. The County shall be (self-)insured for liability coverage. The County shall be responsible for damage to:
 - a. Repair of damages to be determined by lessee and lease holder at yearly inspections and accident damage related to vehicle operability shall be repaired in a timely manner, but the Contractor shall be liable for the following:
 - i. normal wear and tear,
 - ii. loss or damage caused by the negligence of the Contractor, its agents, or employees, and
 - iii. damage covered by the manufacturer's warranty or damage attributable to a manufacturing defect; and
 - b. Property of third persons, or the injury or death of third persons, where such damage results from the fault, negligence, or wrongful act or omission of the County, its officers, employees, or contractors (other than any Vendor awarded a contract under this RFP).
2. The County shall provide and maintain insurance covering its liabilities.

III. CONTRACT TERM AND PERIOD OF PERFORMANCE

A. A Master Lease Agreement resulting from this RFP will be for a term of one (1) year with four (4) one- (1-) year renewal options. Vehicles ordered at any point under this contract are may remain in use for one (1) to five (5) years. The maximum lease during the contract will be for the number of years left in the overall contract term from the time of order, however, no lease shall be for less than a twelve (12) month period, regardless of when it is ordered and the length of the Master Lease Agreement term. The Vendor's responsibilities under the Master Lease Agreement and period of performance will cease when the last

vehicle furnished under the contract has been returned to the Vendor, provided there are no remaining issues to dispute.

B. Upon expiration of the original term or any renewal thereof, if authorized by the County as above, this contract may be extended unilaterally by the County for an additional period of up to two months upon notice to the Vendor/Consultant with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of the Vendor, the extension may be for a period of up to three months in lieu of the up to two month period.

IV. PRICING

A. The proposed scope and specifications are not a guarantee, were developed based on past or anticipated needs, and are as accurate as the County can ascertain at the time of issuance of this RFP. When an anticipated volume or other quantities of goods or services are listed, the County has listed these either based upon a history of usage over a previous period or anticipated need. The County in no way guarantees that the actual volume or quantities listed will be necessary or ordered. When volume or quantities are listed, the Offeror should understand that the actual volume or quantities may be more or less, depending on the actual needs of the County. The Offeror shall hold the County harmless against any damages because of estimated volume or quantities. In the event quantities exceed the estimate, the County shall receive the price as listed in the contract or, if a better price is available at that time, that price shall be passed on to the County.

B. The prices submitted shall be exclusive of federal and state sales taxes (or other taxes inapplicable to government entities) and must not include any tax for which the Offeror may claim exemption because of doing business with the County. Unless otherwise indicated in this RFP, prices shall be net, including any applicable transportation and delivery charges fully prepaid by the successful Vendor/Consultant to the destination(s) indicated in the contract. Prices are to be listed as FOB Delivered: ONEIDA COUNTY, NY. No freight and/or handling and/or fuel surcharges will be accepted, unless otherwise agreed to in the contract.

C. For contracts involving provision of goods, commodities, equipment or technology, at no time shall any change to price or product specification for those items be permitted, except in the case where an item has been replaced by another item due to obsolescence. In this instance, the County must approve a change of product in a written change order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be equal to or lower than the originally awarded price.

V. PAYMENT

Vendor shall invoice the County on an established schedule as agreed to with the County in any Master Lease Agreement awarded under this RFP and will receive payment not later than thirty (30) days after the end of the month for which services were provided.

PUBLIC CONTRACT

The following section is an excerpt from the General Municipal Law:

103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

- (A) By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor:
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (B) A bid shall not be consider for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A). Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed, or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or

local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s) _____
Legal name of person, firm of Corporation

By _____
Title

Dated: _____

**CONTRACTORS RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM
FOR ONEIDA COUNTY CONTRACTS**

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

- (b) 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 wastes and recyclables generated within the Authority's service area by performance of this contract by 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.

CERTIFICATION STATEMENT

“I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.”

Printed Name of Signee

Signature

Title

Date

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

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 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 SFL § 165-a(3)(b).

Additionally, 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 Act 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.

Printed Name of Signee

Signature

Title

Date

ARTICLE 11- PROHIBITION ON PURCHASE OF TROPICAL HARDWOOD

Pursuant to State Finance Law Section 165(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement:

Certification of the Prohibition on Purchase of Tropical Hardwoods

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

Printed Name of Signee

Signature

Title

Date

ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, 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. **EXECUTORY 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.

3. **CERTIFICATIONS 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:
 - i. 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, an 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.

- ii. 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.
 - iii. 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,
- i. 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 contract 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 indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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.

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:

i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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) and (F), above.

ii. 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).

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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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 (HIPAA).

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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. 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;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. 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

- ix. 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 permanently 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:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. 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
- iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.