

INVITATION TO RFP

Sealed RFPs, subject to the conditions contained herein, will be received by the ONEIDA COUNTY VETERANS' SERVICE AGENCY until **4:30 pm** local time on Wednesday December 20, 2017 for:

Indigent Veteran Burial Services RFP #2017-219

Specifications MUST be RECEIVED from:

Oneida County Veterans' Service Agency, available from Utica or Rome offices

800 Park Avenue
Utica, New York 13501
telephone: 315-798-5830

125 Brookley Road
Rome, New York 13443
Telephone (315) 336-4270

or

Oneida County Purchasing Department
800 Park Avenue
Utica, New York 13501

or

downloaded 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 Veterans' Service Agency.

The return envelope must be clearly marked with the **RFP # 2017-219** and addressed to the Oneida County Veterans' Service Agency. The Oneida County Veterans' Service Agency reserves the right to reject any of 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.

Date: December 6, 2017

Joe Perrone
Director Veterans' Service Agency

COUNTY OF ONEIDA

REQUEST FOR PROPOSALS

ONEIDA COUNTY VETERANS' SERVICE AGENCY

RFP # 2017-219, Burial Services for Indigent Veterans

Oneida County Veterans' Service Agency

Joe Perrone, Director

800 Park Avenue

Utica, New York 13501

(315) 798-5830

and

125 Brookley Road

Rome, New York 13441

(315) 336-4270

COUNTY OF ONEIDA
VETERANS' SERVICE AGENCY

TITLE: Burial Services for Indigent Veterans

RFP NUMBER: 2017-219

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Oneida County Veterans' Service Agency

800 Park Avenue

Utica, New York 13501

IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFP.

Company Name: _____

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

NOTICE TO PROPOSERS - ONEIDA COUNTY

REQUEST FOR PROPOSALS #2017-219

Sealed Proposals for Burial Services for Indigent Veterans, as requested by The Veterans' Service Agency, will be received by The Veterans' Service Agency, 800 Park Avenue, Utica, NY 13501 until 4:30 PM, local time on December 20, 2017.

Specifications MUST be RECEIVED from:

Oneida County Veterans' Service Agency, available from Utica or Rome offices

800 Park Avenue
Utica, New York 13501
telephone: 315-798-5830

125 Brookley Road
Rome, New York 13443
Telephone (315) 336-4270

or

Oneida County Purchasing Department
800 Park Avenue
Utica, New York 13501

or

downloaded from the Oneida County website at <http://www.ocgov.net> (Public Notice Section).

COUNTY OF ONEIDA

REQUEST FOR PROPOSALS

RFP #2017- 219

RFP DISTRIBUTION- *IMPORTANT NOTICE*

The County of Oneida officially distributes RFP documents through the Oneida County Purchasing Department or through the Oneida County website at www.ocgov.net. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from the Oneida County Purchasing Department are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than Oneida County Purchasing Department, it is strongly recommended that you obtain an official copy.

SECTION 1: OVEVIEW

- A. The County of Oneida is seeking proposals from Congressionally-Chartered Veterans' Service Organizations to coordinate and plan burials for indigent Veterans that have been released from service otherwise than by dishonorable discharge and die in Oneida County pursuant to General Municipal Law §148 1-a, subdivisions (a)-(e).

- B. Recent Program Activity:
 - 1) In 2015, Oneida County paid for burial services for twenty-eight (28) Veterans.
 - 2) In 2016, Oneida County paid for burial services for forty-eight (48) Veterans.

SECTION 2: RECEIPT OF PROPOSALS

- A. Five (5) copies of the proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the proposal and the name and address of the proposer. Proposals must be received no later than 4:30 P.M. on Wednesday, December 20, 2017 at the following address:

Oneida County Veterans' Service Agency
800 Park Avenue
Utica, New York 13501

- B. The proposal submitted by the individual proposer(s) is the document upon which Oneida County will make its initial judgment regarding the proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- C. Those submitting proposals do so entirely at their expense. There is no express or implied obligation by Oneida County to reimburse any organization or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- D. Submission of any proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the proposal.
- E. The proposer understands and agrees that all the conditions and attachments within or attached to this RFP shall be included in any agreement resulting from the award of this RFP.
- F. Oneida County reserves the right to reject any and all proposals, in whole or in part, submitted in response to its RFP.
- G. Oneida County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.
- H. Oneida County may, at any time by written notification to all proposers, change any portion of the RFP described and detailed herein.
- I. Proposals will be examined and evaluated by Oneida County Veterans' Service Agency.
- J. During the evaluation of proposals, the County may require clarification of information or may invite proposers to an oral presentation to amplify and or validate proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of proposer qualifications including:

- A. Provide the name, a brief history, and description of your organization.
- B. Identify the organization's staff/members who will be involved in the County engagement, the experience each possesses, and the location of the office from which each work.
- C. Name and title of person(s) authorized to bind the proposer, together with the main office address, and telephone number (including area code).

- D. Detail the proposer's experience with Veteran burials. Describe the proposer's past performance on similar projects, particularly previous experience with governmental entities.
- E. Provide at least two (2) references from similar projects including name, addresses, and telephone numbers.
- F. Provide any additional information that would distinguish your agency in its service to Oneida County.
- G. In addition, Oneida County may make such investigations it deems necessary to determine the ability of the agency to perform the work. The proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the information submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

- A. This program will be administered in accordance with General Municipal Law Section 148 (1-a), subdivisions (a) through (e).
- B. It is the responsibility of the County to determine eligibility for this program. Most of the referrals for this service will come from the Oneida County Department of Social Services or the Oneida County Veterans' Service Agency. On occasion, a referral/inquiry may come from another source such as a health care facility or directly from the deceased's family; in these circumstances it shall be the responsibility of the successful proposer to verify with Oneida County that the deceased qualifies for services under this program. The successful proposer shall be a liason between the proposer's agency, the Oneida County Department of Social Services, the Oneida County Veterans' Service Agency, the deceased's family, and the funeral home/director.
- C. The successful proposer shall be responsible for all aspects of the funeral service and burial process, which shall include, but not be limited to:
 - 1) Verifying with the Oneida County Department of Social Services eligibility for this program and the availability of funds for the funeral and burial;
 - 2) Verifying with the Oneida County Veterans' Service Agency that the deceased qualifies for this program with the appropriate discharge status as defined in Public Health Law

- Section 4203 (1)(a) pursuant to the guidelines in General Municipal Law Section 148 (1-a)(a);
- 3) Coordinating with the family of the deceased (if applicable) on all decisions pertaining to the funeral and burial process listed in this section;
 - 4) Selecting and engaging the services of a funeral director for coordination of the following:
 - a) Purchasing a suitable container for the burial;
 - b) Selecting a cemetery and determining the appropriate location for the burial within the cemetery (pursuant to the guidelines set forth in General Municipal Law Section 148 (1)(d));
 - i. If available and agreeable to the deceased's family, the successful proposer shall ensure the deceased is buried in a Veterans' section of the chosen cemetery.
 - c) Ensuring the deceased receives military funeral honors; and
 - d) Preparing an obituary or notice of death and submitting to the appropriate newspaper for publishing.
 - 5) Ensuring that the grave is appropriately marked with a headstone bearing the name of the Veteran, the war in which he/she served, and, if possible, the organization to which he/she belonged or in which he/she served, pursuant to the guidelines set forth in General Municipal Law Section 148 (2)(a);
 - 6) If necessary, the successful proposer shall make application to the Department of Veterans Affairs (or like organization or agency) for provision of a headstone or marker for the gravesite. The successful proposer shall also accept delivery and oversee the installation of the headstone or marker at the gravesite; and
 - 7) If it so chooses, the successful proposer shall also be responsible for seeking reimbursement for these services from New York State under General Municipal Law Section 148 (1-a)(d).
- D. At the termination of the resulting agreement, the successful proposer shall submit reports to the County detailing, at a minimum, the following information:

- 1) The name of every deceased person referred to the program;
- 2) The source and date of the referral;
- 3) Date and location of the burial; and
- 4) Total funeral and burial cost.

All services shall be provided in accordance with all federal, state, and local regulations.

SECTION 5: TERM OF CONTRACT

- A. The contract period shall be for a period of one (1) year, to commence upon contract execution, with the option of two (2) consecutive one (1) year renewal periods.
- B. The successful proposer shall execute a contract with the County of Oneida in substantial conformance with this RFP as prepared and approved by County Attorney.

SECTION 6: COMPENSATION FOR SERVICES

- A. The County will compensate the successful proposer \$10,000.00 to perform the services described above in Section 4: Scope of Services hereinbefore. This amount shall be in addition to any other funding or reimbursement that the successful proposer may secure to perform the above services.
- B. The County currently provides funding of up to \$2,270.00 for the cost of each indigent burial. It is expected that the services described hereinbefore in Section 4: Scope of Services will exceed the amount provided by the County of Oneida. The successful proposer shall incur any additional costs associated with providing the services; it shall be the responsibility of the successful proposer to apply for reimbursement from New York State pursuant to General Municipal Law §148 1-a (d) to cover the additional costs.

SECTION 7: PROPOSAL SUBMISSIONS

In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

A. SECTION I:

- 1) Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

2) Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

B. SECTION II: Qualification/Experience - The Qualification/Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: classification as a Congressionally-Chartered Veterans' Organization and prior experience. Résumés of staff or members who will be involved in the County engagement must be included in this section.

C. SECTION III: References - The References section must include references from similar type projects.

D. SECTION IV: Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

E. SECTION V: Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Recycling and Solid Waste Management Certification Form for Oneida County Contracts (Attachment "B"), Certification of Compliance with the Iran Divestment Act (Attachment "C"); Prohibition on Purchase of Tropical Hardwoods (Attachment "D").

F. SECTION VII: PROPOSAL EVALUATION

1) Proposals will remain valid until the execution of a contract by Oneida County, unless otherwise rejected in a manner consistent with this RFP.

2) Proposals received will be evaluated by a committee with representation from the office of the Oneida County Veterans' Service Agency, the Oneida County Attorney's Office, and the Oneida County Department of Social Services. Proposals will be evaluated with the most weight given to the appropriateness of the Plan Implementation. The proposal should clearly indicate how it plans to carry out the services specified in Section 4: Scope of Services hereinbefore.

3) Proposals will be examined and evaluated by the office of the Oneida County Veterans' Service Agency, with the advice of the Director of the Oneida County Purchasing Department, to determine whether the requirements of this RFP are met and to make a recommendation to the Oneida County Executive, the County Attorney, and the Oneida County Legislature for a contract award.

- 4) A notice of contract award shall not be binding upon the County until the contract has been fully executed by all parties.

SECTION 8: INDEPENDENT CONTRACTOR STATUS

- A. It is expressly agreed that the relationship of the successful proposer and its employees to the County shall be that of Independent Contractors. The successful proposer's employees shall not be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The successful proposer, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The successful proposer warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The successful proposer and the County agree that the successful proposer is free to undertake other work arrangements during the term of this agreement, and may continue to make its services available to the public.
- C. The successful proposer acknowledges and agrees that its employees shall not be eligible for any County employee benefits, including retirement membership credits.
- D. The successful proposer shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the successful proposer or its employees under this agreement, and for compliance with all applicable labor and employment requirements with respect to the successful proposer's form of business organization, and with respect to the employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The successful proposer shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- E. The successful proposer will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the successful proposer's or its employees' Independent Contractor

status, it is agreed that both the County and the successful proposer shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

- G. The successful proposer agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

SECTION 9: ALTERNATIVES

Proposer may include in its proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the proposal and the cost thereof must be separate and itemized.

SECTION 10: INDEMNIFICATION

The successful proposer shall defend, indemnify, and save harmless the County, its employees and agents, from and against all claims, damages, losses, and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 11: SPECIFICATION CLARIFICATION

- A. All inquiries with respect to this Request for Proposals must be directed to the Oneida County Veterans' Service Agency as follows:

COUNTY OF ONEIDA

Joe Perrone, Director

Veterans' Service Agency

800 Park Avenue, Utica, NY 13501

TELEPHONE: 315-798-5830/ FAX: 315-798-5831

- B. All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received fewer than four (4) days prior to the date of submission of proposals will not be answered. The County will be bound only by responses given by formal written addenda.

- C. Other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- A. Proposals may be modified or withdrawn at any time prior to the opening of proposals by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted.
- B. If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- C. Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a proposal may be withdrawn if the proposer does so in writing directed to the County Director of Purchasing; otherwise, proposals remain in effect consistent with the terms of this RFP.

SECTION 13: PROPOSAL SECURITY

No proposal security, bid bond or the equivalent, is requested for this proposal.

SECTION 14: INSURANCE REQUIREMENTS

- A. The successful proposer shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

b) Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

2) Workers' Compensation and Employers Liability

a) Statutory limits apply.

3) Commercial Umbrella

a) Umbrella limits must be at least \$1,000,000.

b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured including the CGL, Auto Liability and Workers' Compensation and Employers Liability coverages maintained by the County of Oneida.

4) Automobile Liability

a) Business Auto Liability with limits of at least \$1,000,000 each accident.

B. Waiver of Subrogation: the successful proposer waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Umbrella/Excess Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the successful proposer shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the successful proposer's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

- D. No work shall be commenced under the agreement until the successful proposer has delivered to the Oneida County Veterans' Service Agency or its designee proof of issuance of all policies of insurance required by the agreement to be procured by the successful proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful proposer to procure and maintain any required insurance shall not relieve the successful proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful proposer concerning indemnification.

SECTION 15: REMEDY FOR BREACH

In the event of a breach by successful proposer, successful proposer shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

SECTION 16: FREEDOM OF INFORMATION LAW

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW." Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 17: PRIVACY OF PERSONAL HEALTH INFORMATION

- A. In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the successful proposer, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this agreement with the County (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The successful proposer shall maintain

compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this agreement.

B. OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- 1) Except as otherwise limited in this agreement, the successful proposer may use PHI for the proper management and administration of the successful proposer, to perform functions, activities or services for, or on behalf of County as specified in the Scope of Services contained in this agreement or to carry out the legal responsibilities of the successful proposer as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the County or the minimum necessary policies and procedures of the County. Except as otherwise limited in this agreement, the successful proposer may disclose PHI for the proper management and administration of the successful proposer and to perform functions, activities or services for, or on behalf of County as specified in the Scope of Services of this agreement, provided such disclosures are required by law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as required by law, and that any violation of such confidentiality will be reported to successful proposer
- 2) The successful proposer agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this agreement, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The successful proposer shall immediately report to the County any use or disclosure of PHI not provided by this agreement of which it becomes aware. The successful proposer shall ensure any agents and subcontractors of the successful proposer to the extent allowed by this agreement, to whom PHI is supplied, created, used or maintained on behalf of the County, shall be bound by the requirements of this Article.
- 3) The successful proposer shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The successful proposer shall make any amendments to PHI in a designated record set that the County directs or agrees to in accordance with 45 CFR § 164.526. The successful proposer shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- 4) The successful proposer shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the successful proposer on behalf of the County available to the Secretary of the Department of Health and

Human Services or his designee for the purposes of determining the successful proposer's compliance with this Article.

C. TERMINATION

- 1) Upon the County's knowledge of a breach or violation of this Article by the successful proposer, the County, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the agreement if it determines that such a breach violated a material term of this Article. Notwithstanding that, the County may provide an opportunity for the successful proposer to cure the breach or end the violation within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the agreement without penalty. If neither termination nor cure is feasible, the County shall report the violation to the Secretary.
- 2) Upon termination of this agreement, if feasible, the successful proposer, shall return or destroy all PHI received from, or created or received by the successful proposer on behalf of the County that the successful proposer 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 agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 18: ANTIDISCRIMINATION CLAUSE

Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the successful proposer agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no successful proposer, subcontractor, nor any person acting on behalf of such successful proposer or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; (b) That no successful proposer, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the successful proposer by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the

manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 19: INTERPRETATION

In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP 3) the proposal submitted by the successful proposer.

SECTION 20: NON APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this agreement. The County will immediately notify the Contractor of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 21: IRANIAN ENERGY SECTOR DIVESTMENT

- A. Proposer hereby represents that said proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that said proposer has not:
- 1) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - 2) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
- B. Any proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- C. Except as otherwise specifically provided herein, every proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

- 1) 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).
 - 2) Oneida County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
- D. Except as otherwise specifically provided herein, any proposal that is submitted without having complied with subdivision (C) above, shall not be considered for award. In any case where the proposer cannot make the certification as set forth in subdivision (C) above, the proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor.
- E. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the proposal to any proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
or
 - 2) The County of Oneida has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Oneida would be unable to obtain the goods or services for which the proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 22: MISCELLANEOUS REQUIREMENTS

- A. Proposers understand and agree that the Standard Contract Clauses Addendum, attached hereto as Exhibit A, will be incorporated into any agreement resulting from the award of this RFP.
- B. In compliance with New York State General Municipal Law Section 109, proposers agree not to assign, transfer, convey, sublet or otherwise dispose of the resulting agreement, or its right, title or interest therein, or its power to execute the resulting agreement to any other person or corporation without the prior consent, in writing, by the County.
- C. Choice of Law / Forum:

- 1) If either party to the resulting agreement elects to commence litigation against the other in connection with any matter relating to or arising out of the agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
 - 2) Proposers expressly consent to personal jurisdiction in New York State.
 - 3) Any resulting agreement shall be construed and enforced in accordance with the law of the State of New York.
- D. Proposers expressly agree that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

ATTACHMENT A

NON-COLLUSIVE BIDDING CERTIFICATE

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 considered 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.

Printed Name

Signature

Title

Date

SIGN AND RETURN WITH PROPOSAL

ATTACHMENT C

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

Signature

Title

Date

SIGN AND RETURN WITH PROPOSAL

ATTACHMENT D

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

Signature

Title

Date

SIGN AND RETURN WITH PROPOSAL

ATTACHMENT E
Oneida County Standard Contract Clauses Addendum

THIS ADDENDUM, 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.

- a. 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.

- a. 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. 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 tension, 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.
- 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 (1), (0), (0), (d), (0), (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.

3. 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, 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 (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 "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, 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.**

- a. 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.
- b. 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.

- a. 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.
- b. 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.

- a. 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).
- 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.
- c. 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.
- d. 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.