ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING • 800 PARK AVENUE • UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOUMENTATION
FOR
May 12, 2021
MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

FILE NO.	COMMITTEE	PAGES
2021-092	Public Safety, Ways & Means	
2021-093	Public Safety, Ways & Means	
2021-094	Public Safety, Ways & Means	
2021-095	Public Safety, Ways & Means	
2021-096	Economic Development & Tourism, Ways & Means	
2021-097	Public Works, Ways & Means	
2021-098	Public Works, Ways & Means	
2021-099	Public Works, Ways & Means	
2021-100	Airport, Ways & Means	
2021-101	Health & Human Services, Ways & Means	
2021-102	Health & Human Services, Ways & Means	
2021-103	Health & Human Services, Ways & Means	
2021-104	Government Operations, Ways & Means	
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2021-106	Government Operations, Ways & Means	
2021-107	Ways & Means	
2021-108	Read & Filed	
2021-085	Replacement Letter	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

March 10, 2020

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 21-092

RECEIVED
MAR 16 2021
Oneida County

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received an insurance claim from Allstate Insurance in the amount of $5,850.75. The insurance recovery is due to a collision of Sheriff's vehicle #448. I would like to request a Supplemental Appropriation of Funds in the amount of $5,850.75 for Sheriff Auto Fleet Repairs.

I respectfully request your Board approval for the following **2021** supplemental appropriation:

TO:

A3110.4522	Automotive Repairs	$5,850.75

This supplemental appropriation will be fully supported by anticipated revenue in:

A2681	Insurance Recoveries - Sheriff	$5,850.75

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive
Date 3-16-21

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Office of the Sheriff

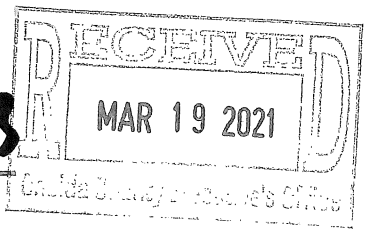
County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

March 9, 2021



The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 21 - 093

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2020, there was a profit of $237,648.05. This profit, offset by the 2021 Budget amount of $187,300, results in a 2021 Supplemental Appropriation of $50,348.05. This supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission.

I respectfully request that this matter be acted on at the next Board of Legislator's meeting.

The 2021 Supplemental Appropriation request is as follows:

A3152.212	Computer Hardware	$10,250.00
A3152.271	Recreational Equipment	$10,000.00
A3152.295	Other Equipment	$10,000.00
A3152.471	Recreational Supplies	$10,000.00
A3152.492	Computer Software & Licenses	$10,098.05

This appropriation will be supported by revenue in :

A1525	Prisoner Charges Commissary	$50,348.05

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Office of the Sheriff

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Sheriff Robert M. Maciol

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-19-21

CC: Tom Keeler, Budget

Administrative Office
6065 Judd Road Oriskany, NY 13424
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Fax (315) 798-6495

ONEIDA COUNTY
DEPARTMENT OF PROBATION
Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: probation@ocgov.net · Web Site: www.ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

Patrick Cady
DIRECTOR

February 17, 2021

FN 20 21 - 054

PUBLIC SAFETY

WAYS & MEANS

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

Re: Certification of Section 606 of the
New York State Correction Law - 2020

Dear Mr. Picente:

Enclosed is a Certified Listing of 2020 costs in the amount of $671.90 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) allows for this reimbursement when these costs are expended by public funds. We have prepared 3 Pre-Sentence Reports on state inmates.

As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

RECEIVED
MAR 25 2021

Very truly yours,

PATRICK CADY
PROBATION DIRECTOR

PC:kas
Enclosures: Reimbursement Expenses for PSI's

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-23-21

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

March 9, 2021

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 21 - 095

PUBLIC SAFETY

WAYS & MEANS

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-8-21

Dear County Executive Picente,

The Sheriff's Correction's Unit is purchasing software to upgrade the IP Visitor Stations located in the jail.

This will be paid out of inmate commissary funds and there will be no expense to the County. These stations are already in place and are used by different agencies to speak with their clients. Agencies such as Social Services, Attorneys, and Public Defenders use this service. There is no cost to the agencies and is open to all inmates in the facility.

I respectfully request that this matter be acted on at the next Board of Legislator's meeting.

The 2021 Supplemental Appropriation request is as follows:

A3152.492 Computer Software & Licenses.....$45,000

This appropriation will be supported by revenue in:

A1525 Prisoner Charges Commissary.....$45,000

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County of Oneida

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Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

CC: Tom Keeler, Budget

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ONEIDA COUNTY
DEPARTMENT OF PLANNING
Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

James J. Genovese II
Commissioner

FN 20 21 - 096

March 16, 2021

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

Anthony J. Picente Jr.
County Executive
Oneida County Office Building
800 Park Ave.
Utica, NY 13501

Re: Revision of membership for the Governmental Policy and Liaison Committee

Dear County Executive Picente:

I am writing today with a request that the Oneida County Board of Legislators pass a Resolution revising the voting membership of the Governmental Policy and Liaison Committee (GP&L).

As you are aware, the GP&L Committee, at its February 23, 2021 meeting, recommended that the Executive Director of the Herkimer County Industrial Development Agency and the Director of Economic Development for Oneida County be added as voting members. The last revision to the membership of the GP&L occurred in 2006.

If you agree with this proposed change, I would respectfully request that you forward to the Oneida County Board of Legislators for their consideration, a resolution revising the voting membership of the GP&L Committee in accordance with the February 23, 2021 recommendations. A similar resolution is being presented to the Herkimer County Board of Legislators for their approval.

A copy of the approved GP&L Resolution requesting the membership revision is attached hereto. Please feel free to call Dana Crisino, HOCTC Director, or myself if any additional information is required. Thank you for your continued support.

Sincerely,

James J. Genovese, Jr.
Commissioner

Enc.

RECEIVED
MAR 25 2021

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-25-21

HOCTC
HERKIMER-ONEIDA COUNTIES TRANSPORTATION COUNCIL

GOVERNMENTAL POLICY AND LIAISON COMMITTEE

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: 315.798.5710 E-mail: transplan@ocgov.net
www.hocts.org

Chairperson, ANTHONY J. PICENTE, JR. Executive, Oneida County
Secretary, JAMES J. GENOVESE II, Commissioner, Oneida County Dept. of Planning
Vice-chairperson, VINCENT J. BONO, Chairman, Herkimer County Legislature
Director, DANA R. CRISINO, AICP, Herkimer-Oneida Counties Transportation Council

HOCTS Resolution 2020 – 31

Update to the Voting Membership of the Governmental Policy & Liaison (GP&L) Committee

WHEREAS, the Governmental Policy and Liaison (GP&L) Committee has been designated by the Governor of New York State as the Metropolitan Planning Organization (MPO) responsible, together with the State, for the continuous, cooperative, and comprehensive transportation planning and programming processes for the Utica urbanized area and Herkimer and Oneida Counties; and

WHEREAS, Title 23 CFR Section 450, Subpart C Metropolitan Transportation Planning and Programming requires all MPOs be governed by a policy board consisting of local elected officials, representatives of agencies that operate alternative modes of transportation, and relevant State officials; and

WHEREAS, Title 23 CFR Section 450, Subpart C Metropolitan Transportation Planning and Programming encourages participation by other important stakeholders (school districts, military bases, universities, etc.), but does not dictate the manner of such participation including such matters as non-voting board membership, the constitution of advisory committees, and voting rights of board members; and

WHEREAS, to ensure that meetings of the GP&L have an effective quorum the designated voting membership of the GP&L should be updated; and

NOW, THEREFORE BE IT RESOLVED, that the GP&L recommends to the Herkimer County Legislature and the Oneida County Board of Legislators that the GP&L voting membership be updated as outlined in the attached 2021 Membership Proposal; and

BE IT FINALLY RESOLVED, that the GP&L Committee hereby directs the Chairman to communicate this action to the appropriate County, State, and Federal officials in the prescribed manner.

2/23/21

Anthony J. Picente, Jr. Date
Chairperson

2/23/21

James J. Genovese II Date
Secretary

Proposed update to the membership of the GP&L for 2021

Oneida County – 11 members currently, 10 proposed

2006 (last update to membership)	2021 (proposed update)
Oneida County Executive	X
Chairman, Oneida County Board of Legislators	X
Director of Economic Development, Oneida County	X (added from original proposal)
Majority Leader, Oneida County Board of Legislators	X
Minority Leader, Oneida County Board of Legislators	X
Chairman, Public Works Committee, Oneida County Board of Legislators	X
Mayor, City of Utica^	X
Mayor, City of Rome^	X
Mayor, Village of Yorkville	
Mayor, Village of New York Mills	
Supervisor, Town of Trenton	X (mayor or supervisor)
Supervisor, Town of Verona	X (mayor or supervisor)

^Utica and Rome are within the Census-designated MSA/ urbanized area
(Reduction of local representation from four to two local municipalities (Mayor or Supervisor)).

Herkimer County – 7 members currently, 6 proposed

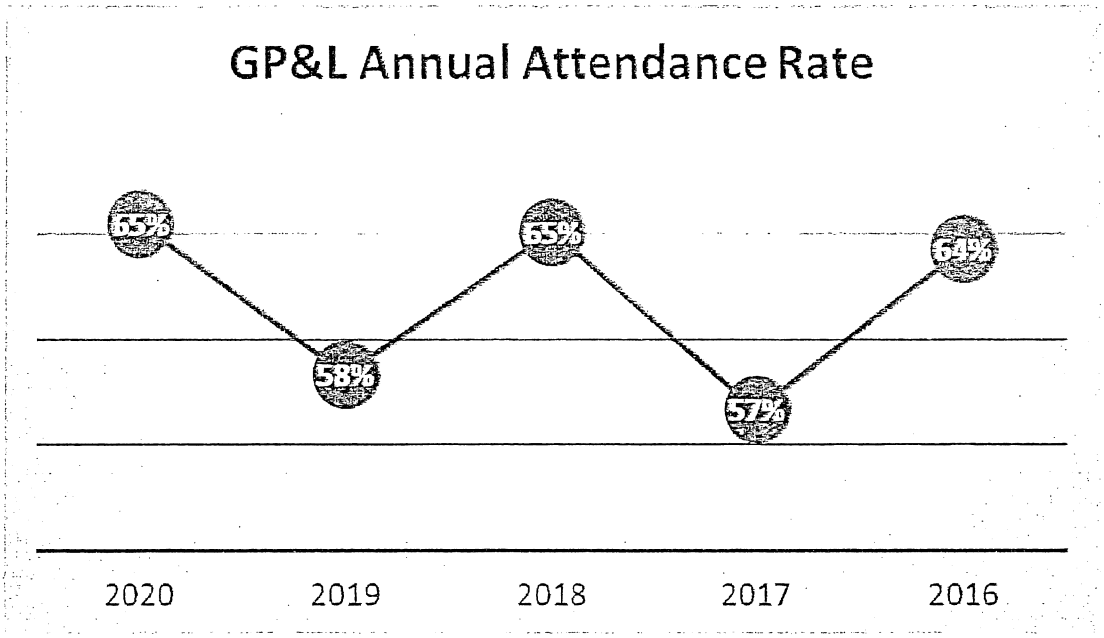
2006 (last update to membership)	2021 (proposed update)
Chairman of the Herkimer County Legislature	X
Herkimer County Administrator	X
Executive Director, Herkimer County Industrial Development Agency	X (added from original proposal)
Chairman, Planning and Development Committee, Herkimer County Legislature	
Chairman, Highways Committee, Herkimer County Legislature	X
Commissioner, Herkimer County Social Services	X
Mayor, Village of Ilion`	
Supervisor, Town of Frankfort`	X (mayor or supervisor)

`Reduction of local representation from two local municipalities to one (Mayor or Supervisor)).

Other entities

2006 (last update to membership)	2021 (proposed update)
Chairman, Central New York Regional Transportation Authority*	X
Commissioner, NYS Department of Transportation*	X
Chair, NYS Thruway Authority Board of Directors*	X

*denotes required membership



The average attendance rate for the GP&L is 62%.

NYS MPOs Voting Membership Analysis

MPO	Representatives	Population	People/Representative
NYMTC	9	12,679,749	1,408,861
GTC	23	1,207,956	52,520
GBNRTC	7	1,131,570	161,653
CDTC	27	830,249	30,750
SMTC	13	510,356	39,258
OCTC	15	378,227	25,215
PDCTC	16	293,894	18,368
HOCTS (existing)	**21**	**293,287**	**13,966**
HOCTS (proposed)	***19***	***293,287***	***15,436***
BMTS	14	243,999	17,429
UCTC	15	179,303	11,954
AGFTC	18	145,176	8,065
WJCTC	7	114,448	16,350
ITCTC	14	102,962	7,354
ECTC	6	85,740	14,290
AVERAGES	15	1,299,780	130,431
*excluding NYMTC	15	424,397	32,090

The reduction of voting members from 21 to 19 represents a proportional alignment to other similarly sized MPOs in New York.

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

March 23, 2021

FN 20 21 097

PUBLIC WORKS

WAYS & MEANS

Gerald Fiorini
Chairman of the Board of Legislators
800 Park Ave.
Utica, New York 13501

Dear Chairman,

The 2021 budget process took place in the middle of the COVID pandemic. Much uncertainty concerning revenues and COVID expenditures made it a very tough process. Many Departments made budget cuts to help ensure we had a zero tax increase, while also trying to minimize the impact on county taxpayers. The DPW department cut its temporary help line to zero due to the uncertainty of if the County would even be able to hire any new help.

County residents are now receiving vaccines and it looks like we may be back close to normal by the summer time. As a result, I would like to replace some of the funding that was cut from the DPW 2021 Budget and enable them to do some of the summer work that was neglected last summer and get a good start on this summer's work.

Therefore, I respectfully request the following **2021** budget transfer be approved by your Board of Legislators.

TO:

A9922.9 – Budget – Transfer to Other Funds..... $102,500.00

FROM:

A1992.9 – Budget Special Items – Contingent Salaries..... $102,500.00

Please have the Board act on this as soon as possible.

Sincerely,

Anthony J. Picente, Jr.
County Executive

RECEIVED
MAR 25 2021

ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL
51 Leland Ave, PO Box 442, Utica, NY 13503-0442
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

March 16, 2021

FN 20 21 - 098

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Re: Board of Acquisition and Contract
Long-term Sanitary Sewer Flow Monitoring and Analysis
Amendment No. 1

Dear County Executive Picente:

In 2014 Oneida County executed an Agreement with ADS Environmental Services, LLC (ADS) for monitoring sanitary sewer flow, rainfall measurement, and data analysis in accordance with NYSDEC Consent Order No. R6-20060823-67. We are reaching the end of the current multi-year Agreement with ADS.

ADS has been providing technical/engineering services, webhosting of data, and data analysis to both the County and its engineering consultants using proprietary software. Oneida County owns approximately 61 flow meters and five rain gauges installed across the Oneida County Sewer District wastewater collection system which record and upload data on a real-time basis. Engineering staff at ADS regularly review the data, coordinate information with the County's engineering consultants, and generate flow data reports as necessary. Reliable flow data and corresponding engineering analysis are critical to the overall management of the regional wastewater collection system. The risk of changing technical/analytical support service providers at this point in the NYSDEC consent order compliance program will create a loss of technical and institutional knowledge for the program that will outweigh any potential cost savings that might be realized through the solicitation of new proposals.

ADS has successfully performed their professional services over the term of their current Agreement. We requested and were provided a cost proposal from ADS to extend their current agreement at an estimated first year (2021) cost of $599,860, with annual escalations tied to the Consumer Price Index, not to exceed 3-percent. This is a budgeted item and the proposed costs are consistent with those budgeted over the duration of the current contract. After review, the Purchasing Director issued a Sole Source Declaration approving ADS as a Sole Source Vendor.

I respectfully your consideration for accepting this request for execution of an Agreement with ADS for a period of five years from the date of execution. Please feel free to contact me if you have any questions.

Sincerely,
THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL

Karl E. Schrantz, P.E.
Commissioner

RECEIVED
MAR 31 2021

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-30-21

Attachments: ADS proposal dated 2/22/2021

cc: R. Pronteau – Oneida County Law Department
J. Waters – Oneida County Water Pollution Control

Oneida Co. Department: Water Quality & Water Pollution Control

Competing Proposal _____
Only Respondent _____
Sole Source RFP X
Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: ADS Environmental Services, LLC
4940 Research Drive
Huntsville, Al 35805

Title of Activity or Service: Long-term Sanitary Sewer Flow / Rain Monitoring and Data Analysis

Proposed Dates of Operation: Start on Execution—Five Years from Execution Date

Client Population/Number to be Served: 110,000 people

Mandated / Not Mandated: Mandated

Summary Statements
Narrative Description of Proposed Services: This proposal encompasses monitoring of sanitary sewer flow, rainfall measurement and data analysis in accordance with NYSDEC Consent Order #R6-20060823-67.

Program/Service Objectives and Outcomes: This proposal includes maintaining flow measuring and monitoring equipment, monthly reporting of flow, CSO activity and rainfall dependent inflow and infiltration through proprietary software.

Program Design and Staffing: ADS engineers will provide the flow monitoring and analytical reporting services with oversight from WQ&WPC Departmental personnel.

Total Funding Requested: $599,860 annually **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: G8110.195

Proposed Funding Sources (Federal $/ State $/County $): Department 2021 operating budget.

Cost Per Client Served: $5.45

Past Performance Data: The Department of WQ&WPC has been successfully utilizing ADS services for flow monitoring and data analysis since 2014.

O.C. Department Staff Comments: ADS has been providing equipment, services, webhosting of data, and data analysis to the County using proprietary software. Switching

technical/analytical support service providers at this point in the NYSDEC consent order compliance program will create a technical hardship for the program.

PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

The Parties named below hereby agree to be bound to the terms and conditions on the following pages and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

ADS LLC:
340 The Bridge Street, Suite 204, Huntsville, Alabama 35806

By: Joseph J Goustin Asst Tres
Joseph J Goustin Asst Tres (Mar 24, 2021 12:58 CDT)

Printed Name: Joseph Goustin

Title: ~~Vice President~~ Assistant Treasurer

Date: March 24, 2021

Oneida County New York
800 Park Ave., Utica, NY 13501

By: _____

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: _____

TERMS AND CONDITIONS OF AGREEMENT

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

ARTICLE 1 –RESPONSIBILITIES OF THE PARTIES

1.01 ADS

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated February 22, 2021 attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.01.

1.02 CLIENT

A. Client shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 2 - PAYMENTS TO ADS

2.01 Compensation

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

2.02 Invoices

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in Exhibit A. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day.

ARTICLE 3 – TERMINATION

3.01 Termination

A. *For Cause*

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

B. *For Convenience*

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Warranty

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose.

2. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will only be replaced or upgraded at ADS' discretion.

4.02 Use of Documents

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

4.03 Changes, Modifications and/or Amendments

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

4.04 Insurance

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

General Liability $1,000,000 CSL and $2,000,000 annual aggregate;
Automobile Liability $1,000,000 CSL and annual aggregate;
Excess or Umbrella $1,000,000 and annual aggregate;
Workers Compensation as required by statute

ADS will provide Evidence of Insurance upon request.

4.05 Controlling Law, Venue and Dispute Resolution

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in Oneida County, New York, or in an alternative location upon agreement of the Parties. The parties further agree that this Agreement shall be governed by the laws of the State of New York.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

4.06 Successors, Assigns, and Beneficiaries

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

4.07 Limitation of Liability

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT COROPRATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.

4.08 Force Majeure

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

4.09 Confidentiality and Non-disclosure

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

4.10 EEO Statement

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

4.11 Notices

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

4.12 Survival

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

4.13 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4.14 Waiver

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

4.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

4.16 Entire Agreement

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties. By signing above, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).

Exhibit A

PROPOSAL

ADS proposal dated February 22, 2021 containing the agreed upon Scope of Work, Compensation and Party Responsibilities is attached hereto and incorporated as if fully set forth herein.

February 22, 2021

Mr. John Waters
Technical Assistant to the Commissioner
Oneida County
Department of Water Quality & Water Pollution Control
PO Box 442, 51 Leland Ave.
Utica, NY 13503-0442

Re: Scope for Oneida County Long-Term Flow and Rain Monitoring

Summary

ADS will provide comprehensive flow monitoring, rainfall measurement, and reporting of data to Oneida County. The service includes maintaining ADS equipment whether County owned or provided by ADS. Reporting includes monthly reports, CSO, and Rainfall Dependent Inflow and Infiltration (RDII)Reports through the ADS software known as SLiiCER. ADS is an ISO 9001 certified company and has proprietary internal quality procedures described below.

Flow Monitoring

Oneida County will be provided notice of any scheduled field activity which may consist of several different tasks for flow monitoring maintenance including battery swap, sensor scrub or swap, confirmation, telemetry, or meter relocation. Note for any CSE work a minimum of a 2-person crew will be dispatched to perform the work safely.

Potential ADS equipment to be utilized or deployed includes; TRITON+ Flow Monitor, Peak Combo Sensor, Surface Combo Sensor, LRD Sensor, and ADS Inclinometer.

Currently, of the 66 flow meters deployed, 61 are owned by the County and 5 are owned by ADS.

Rainfall Measurement

Rainfall measurement is critical for wet weather analysis. ADS field service may consist of several different tasks for rain gauges including battery swap, telemetry, calibration, or tipping bucket problem.

Equipment consists of RainAlert III and tipping bucket (RAIII). The 6 rain gauges currently deployed belong to Oneida County.

Data Analysis

Data will be collected and wirelessly uploaded daily to the ADS PRISM software platform, where it will be QA/QC reviewed by ADS Data Analysts. ADS Data Analysts use several internal software tools and techniques to identify and investigate anomalies. The two main tools are the hydrograph and the scattergraph. The hydrograph will display the selected data points in an observable line that allows for flow trends and patterns to be easily identified based on a time scale. The scattergraph not only allows

the analyst to assess the meter's precision and bias (accuracy), but with Iso-Q lines analyst can also understand both flow rate and hydraulic conditions at a monitoring site. Scattergraphs also allow the analyst to identify unusual hydraulic conditions and explain inconsistencies between existing site hydraulics and the ideal of free-flow conditions. The analysts will create work orders as required for the field crews to perform site maintenance and site confirmations as required.

ADS PRISM Webhosting

ADS will be upgrading the County to our newest webhosting platform. PRISM connects Oneida County to the ADS monitoring network, delivering near real-time operational intelligence on the status of your wastewater collection system. It is a fast and easy way to visualize the condition of your collection system using level, flow and rainfall monitoring data. It offers dynamic analytical functions that often lead to the enhanced management of your system.

PRISM will be utilized by ADS to manage Oneida County's flow metering network and will allow ADS to understand the performance of each monitoring device and provide notification to the ADS team for any of the devices configured with alarming. PRISM allows ADS to collaborate for success by sharing data, reports and related files among cross-functional groups by use of simple data exporting, sending data to an FTP, or through an application programming interface (API).

Features include; map with monitoring sites marked, simultaneous hydrograph and scattergraph viewing of data, advanced alarming, data export, and vault for document storage.

ADS and Oneida County have access to PRISM. The County may grant a third party such as a consultant engineer if desired and, in the County's best interest.

Reporting

Deliverables consists of monthly final data, CSO discharges, and RDII analytical reports submitted to the County.

Monthly Reports

Monthly final data posted to webhosted system for download and historical archive.

CSO Reports

Monthly final data with CSO discharge data is posted. Real time alarms assist Utica/Oneida report overflows using NYAlert.

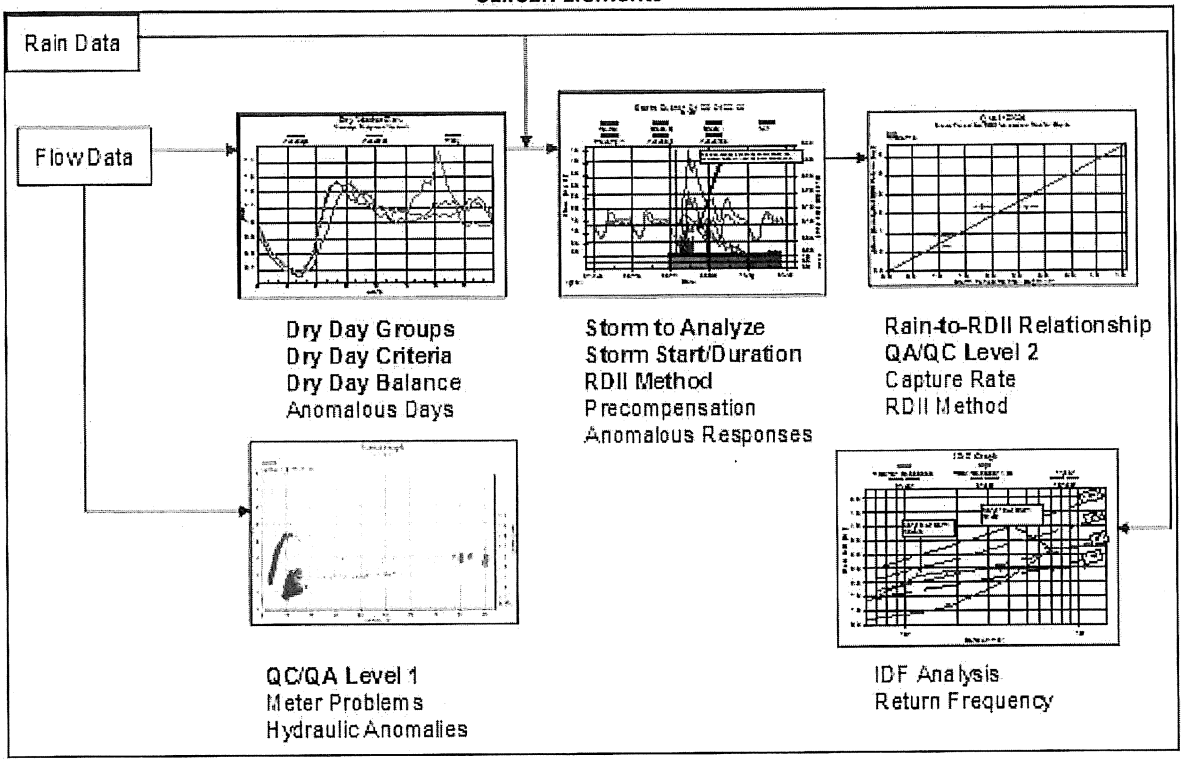
RDII Reports

ADS has been providing RDII reports annually for Oneida County for years. The primary function of these reports are to determine where the worst acting basins are and to quantitate RDII reductions by analyzing data from pre and post rehabilitation efforts. SLiiCER is an ADS proprietary engineering tool software that standardizes the analysis of the data collected.

There are five separate and distinct analyses that engineers perform with Rain and Sewer Flow Data as shown below. Together these analyses allow the engineer to characterize both the wet weather and dry performance of each metered basin, determine the intensity and return frequency of each rain event and determine both the Theoretical and Operating Capacity of the sewer downstream of each meter. ADS will require basin information to perform advanced analyses. The basin size information includes

area, length, and footprint. The SLiiCER outputs for each phase will consist of RDII storm hydrographs, base infiltration calculation, and RDII total by basin.

SLiiCER Elements



Pricing

Pricing includes the current long-term program and any temporary work that the County may require. The pricing is subject to CPI adjustment capped at no more than 3% in subsequent years.

Oneida County Flow Monitoring Program

Item	Units	Quantity	Unit Cost	Extended
Flow Meter Rental, O&M, Data Analysis and Reporting (66 meters x 12 months = 792 meter-months)	Meter-Week	792	$692	$548,064
Rain Gauge Rental, O&M, Data Analysis, and Reporting (6 gauge x 12 months = 720 meter-months)	Meter-Week	72	$308	$22,176
Site-Investigation & Flow Meter Installation or Relocation	Each	5	$1,280	$6,400
Temporary ADS metering system (rental, all O&M services) (5 meters x 6 months = 30 meter-months)	Each	30	$774	$23,220
Total Annual (based upon current sites)				$599,860

NOTES:

1. Pricing assumes free & legal access to each site and no modifications to the selected monitoring sites are necessary for installation.
2. Permits and police detail charges for traffic control, as deemed necessary by local authorities for crew and or public safety are the client responsibility and not included in the above pricing.
3. The professional services above are not subject to prevailing wages and not included in the above pricing.
4. Pricing assumes ADS standard Health and Safety procedures and documentation are sufficient for this program.
5. Any work requested beyond the scope of services will require additional fees to be negotiated. Quantity changes in excess of 10% are subject to unit price review and adjustments.

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

FN 20 21-099

March 4, 2021

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

The enclosed lease between Oneida County and New Cingular Wireless PCS, LLC will allow New Cingular Wireless to use County transmission towers at one of four (4) separate locations. The anticipated outcome is to provide the necessary access to ensure continued compliance with current and future federal, state or local mandated transmission needs, including emergency 911 communication services. The term begins upon execution and continues for a period of five (5) years.

This lease is for the communication tower located at the Oneida County Office Building, 800 Park Ave., Utica, NY, and will allow the tenant to place their equipment at the site, construct, maintain, operate, repair, replace and upgrade its communication fixtures and all related equipment as needed. In return, New Cingular Wireless will reimburse Oneida County for the additional license fees to access the New York Interoperable Communications Consortium's LMR System. The fee for this tower location is $64,750. The total for all four locations will be $259,000.

Please consider the enclosed lease agreement for the aforementioned project. If it meets with your satisfaction, please forward to the Board of Legislators for consideration and approval at their next meeting.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

cc: File

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-15-21

Oneida Co. Department: Public Works – B&G

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	___X___

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: New Cingular Wireless PCS, LLC
575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

Title of Activity or Service: Structure Lease Agreement

Proposed Dates of Operation: Upon Execution – Expiration at end of 5th Year

Client Population/Number to be Served: Oneida County Residents

Mandated or non-mandated: Non-Mandated but approved by CE

Summary Statements

1) **Narrative Description of Proposed Services:** This lease allows the tenant to use the County's facilities at one of four (4) locations for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment. The location for this agreement is the Oneida County Office Building, 800 Park Ave., Utica, NY.

2) **Program/Service Objectives and Outcomes:** The expected outcome is to provide the access necessary for the tenant to ensure continued compliance with any current or future federal, state or local mandated application, including emergency 911 communication services.

3) **Program Design and Staffing: N/A**

Total Funding Requested: $64,750.00 per location **Account # H-533**

Oneida County Dept. Funding Recommendation: $64,750.00 per location

Proposed Funding Sources (Federal $/ State $/County $): Tenant

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments: The amount shown above is reimbursement from the Tenant to the County to secure and add an ISSI license to the New York Interoperable Communications Consortium's LMR system. The total value is $259,000 for all four (4) locations.

Market: Upstate New York
Cell Site Name: Oneida County Office Building
Fixed Asset Number:15269870

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in the State of New York, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 800 Park Avenue, Utica, NY 13501, in the County of Oneida (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties hereby agree as follows:

1. LEASE OF PREMISES. Landlord leases to Tenant:

(i) approximately two hundred fifty (250) square feet of ground space, including the air space above such ground space, as is more fully described on attached **Exhibit 1,** for the placement of Tenant's shelter/equipment pad/generator;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the **"Premises."**

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property, at the Tenant's sole cost and expense; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). If **Exhibit 1** includes

drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its licensees and sub-licensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Prior to installation of any new equipment or antennas on the Premises, Tenant shall provide Landlord with engineering documentation illustrating the scope of the additional equipment and/or antennas to be installed. Such documentation shall include, but not be limited to, a structural analysis performed by a Licensed Professional Engineer of the Structure demonstrating that the Structure has sufficient capacity to support the proposed equipment/antennas and a radio frequency intermodulation analysis demonstrating that the proposed equipment will not cause harmful interference with the Landlord's radio communications equipment on the Structure. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, with advance notice, including a description of the proposed alternations, in writing, to the Landlord.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date. Landlord shall use good faith efforts to obtain all requisite legislative and other parties' approvals to renew this Agreement upon the same terms and conditions set forth herein, except for monthly rent, which is detailed in Section 4 below.

(b) If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(c) The Initial Term and any Holdover Term are collectively referred to as the Term ("**Term**").

4. CONSIDERATION. Tenant has agreed to reimburse Landlord for the cost of securing and adding an Inter-Sub Site Interface ("**ISSI**") license to the New York Interoperable Communications Consortium's LMR system, the total cost of which is Two Hundred Fifty-Nine Thousand Dollars ($259,000.00) ("License Reimbursement"). The scope of work being performed by Tenant with respect to the ISSI license is described on **Exhibit 3**, attached hereto and incorporated herein. Landlord and Tenant agree that the License Reimbursement shall serve as sufficient consideration for Tenant's Permitted Use of the Premises for the Term described herein, and also for Tenant's use of three (3) additional Landlord-controlled facilities, at the locations described below, for the terms described in their respective lease agreements. The portion of the License Reimbursement attributable to the Premises described herein is Sixty-Four Thousand, Seven Hundred Fifty Dollars ($64,750.00) ("Site Specific Payment"). The Site Specific Payment shall be submitted to Landlord within thirty (30) days of full execution of this Agreement.

Site Name:		Utica College
1	Site Address:	1555 Burrstone Road
2	Municipality:	City of Utica
3	County:	Oneida

Site Name:		Rome South
1	Site Address:	216 South Charles Street
2	Municipality:	City of Rome
3	County:	Oneida

Site Name:		Griffiss Business Park
1	Site Address:	660 Hangar Road
2	Municipality:	City of Rome
3	County:	Oneida

In the event Landlord is able to secure the legislative and other approvals required to renew this Agreement and the lease agreements for the three (3) locations described above, Tenant's aggregate monthly rent for the four (4) properties shall be a total of One Thousand Six Hundred and 00/100 Dollars ($1,600.00) per month ("Rent") commencing on the first day of the renewal term, which amount shall escalate at a rate of two percent (2%) per year. In the event Landlord needs to have rent payments separated by location for accounting or other purposes, one quarter of the total Rent shall be allocated to each site.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at the Tenant's sole cost and expense.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars ($3,000,000) per occurrence and Six Million Dollars ($6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured by endorsement as respects this Agreement on a primary and noncontributory basis with subrogation waived. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant, and such consent shall not be unreasonably withheld; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. **INTERFERENCE.**

(a) Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Such list is attached hereto as **Exhibit 2.** Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will make every reasonable effort to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Specifically excluded the definition herein of "interference" are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that each of them are duly organized, validly existing and in good standing and have the right, power and authority to enter into this Agreement and bind themselves hereto through the party set forth as signatory for each party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from

subsurface or other contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS.

(a) At all times throughout the Term of this Agreement, and at no additional charge to Tenant (with the exception of emergency access, as detailed below in paragraph 12(b)) and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 4**.

(b) The parties agree that, in the event of an emergency, a situation may arise that will require the Tenant to have access to the maintenance facilities within the Landlord's building. As the building in question is the County Office Building, and is necessarily secured from intrusion pursuant to applicable state and federal laws, certain procedures have to be followed in the event the Tenant's personnel require emergency access during hours when the Oneida County Office Building is closed to the public. These procedures are as follows:

(i) Tenant shall contact the Landlord's representative pursuant to the "After Hours Call Down List," attached hereto as **Exhibit X;**

(ii) Once the Landlord's representative has been contacted, they will arrange for personnel to arrive at the Oneida County Office Building to allow Tenant access to the building;

(iii) The parties hereby acknowledge that environmental or other concerns may delay the arrival the Landlord's representative, and that the Landlord is not responsible to the Tenant for any additional losses due to these environmental or other delays;

(iv) The parties hereby acknowledge that the Tenant shall be responsible for payment of any reasonable expenses incurred by the Landlord as a result of having to allow Tennant access after-hours' or on County holidays, including, but not limited to, wages paid to Landlord's employees for after-hours work; any such charges shall be provided to Tenant on an itemized invoice specifically detailing any costs to be reimbursed, including the time spent and people involved in providing such access;

(v) All access shall be allowed through the Landlord's loading dock, located on the Charlotte Street side of the building, floor B1.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part

of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Tenant shall remove, at its cost, the Communication Facility within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and reasonable access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Landlord may permit Tenant, at Tenant's own cost and expense, to connect to Landlord's existing electric service. Authorization of said connection is at Landlord's discretion and all work shall require review and approval by Landlord. Tenant shall then pay Landlord a flat fee of $400.00 per month for power usage or install an electrical sub-meter and pay actual cost of electricity consumed. At the end of each calendar year, if Tenant's flat fee does not cover the total power costs associated with the Communication Facility, Landlord may request reimbursement for the overage. In such event, Landlord shall provide Tenant with the applicable usage data and copies of the utility invoices confirming the power charges attributable to Tenant's Communication Facility. Tenant shall submit reimbursement to Landlord within forty-five (45) days after receiving the usage data and invoices.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Landlord or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide reasonable Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to take all reasonable measures to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due

to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may only assign this Agreement or sublease the Premises and its rights herein, in whole or in part, with Landlord's consent. Landlord shall not arbitrarily withhold such consent. Upon consent of Landlord to such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Notwithstanding the foregoing, Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate (defined in Section 24(i) below) or (b) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. With the exception of an Assignment under the conditions outlined above, no subleases or sub-tenancies will be permitted under this Agreement.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: Oneida County Office Building (NY)
Fixed Asset No.: 15269870
12 of 575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site Name: Oneida County Office Building (NY)
Fixed Asset No.: 15269870
208 S. Akard Street
Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:
Oneida County Law Department
Attn: County Attorney
800 Park Avenue, 10th Floor
Utica, New York 13501

With a copy to:
Oneida County Department of Emergency Services
Attn: Director of Emergency Services
120 Base Road
Oriskany, New York 13424

and

Oneida County Department of Public Works
Attn: Commissioner

5999 Judd Road
Oriskany, New York 13424

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, provided such removal does not interfere with the Landlord's or Landlord's other tenants' continuing operations.

21. TAXES.

(a) Landlord is a municipal corporation and therefore exempt from taxation in most circumstances. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. Tenant shall pay Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to request that the Landlord contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to request that the Landlord institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. In the event such a proceeding is instituted, Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to request that the Landlord contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(d) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord.

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Tenant shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes, Tenant shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site Name: Rome South (NY)
Fixed Asset No: 15173575
575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the sub-leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) Landlord agrees not to sub-lease or use any areas of the Property or Surrounding Property for the future installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective sub-lessee shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from sub-leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Specifically excluded from the definition herein of installation, operation or maintenance of other wireless communications facilities are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.

(c) Landlord shall promptly notify Tenant of any and all assignments of this lease, and shall provide Tenant with documentation concerning any such assignments.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

23. APPROVAL OF NECESSARY LEGISLATIVE BODIES.

(a) This Agreement is contingent upon approval by the Oneida County Board of Legislators, to be decided in their complete and absolute discretion.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 5**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon forty (40) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's construction and use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns, where such assigns are permitted pursuant to Section 16, above.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

(h) **Service of Process**. Tenant expressly agrees 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 sent to Tenant at the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action.

(i) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms

and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(j) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(k) **Shared Generator.** Landlord and Tenant agree that Tenant shall be permitted to share use of the existing generator at the Property with Landlord upon the terms and conditions set forth below.

(i) During the term of this Agreement, Tenant shall be entitled to use 20kw of power from the generator at all times, twenty-four hours a day, seven days a week as a back-up power source for Tenant's facilities.

(ii) Tenant understands and agrees that power from the generator may be interrupted and unavailable during routine maintenance and repair, emergency maintenance and repair, or in the event of catastrophic generator failure and during such time as may be required for generator repair or replacement.

(iii) Neither Landlord nor Tenant shall be responsible to the other party for any indirect, incidental, consequential or special damages, including, without limitation, any damage to or loss of revenues, business or goodwill, suffered by any person or entity for any failure of the generator or failure of performance hereunder.

(iv) Landlord shall be fully and solely responsible for the maintenance, replacement and repairs of the generator, including but not limited to the following: Landlord shall (a) maintain in full force and effect all necessary federal, state and local requirements and maintain compliance with all rules, regulations and laws necessary for the use and operation of the generator; (b) perform preventive maintenance on the generator pursuant to the manufacturer's requirements; (c) ensure the generator is properly fueled at all times; and (d) comply with all manufacturer warranty requirements.

(v) Landlord will maintain and keep in full force and effect policies of the following insurance: (a) one hundred percent (100%) replacement cost property insurance with respect to the generator and (b) commercial general liability insurance covering the use and operation of the generator in the amount of One Million and 00/100 Dollars ($1,000,000.00) naming Tenant as additional insured with respect to all claims for loss, damage or personal injury in connection therewith. Upon Tenant's written request, Landlord will provide a copy of such certificates of insurance to Tenant.

(vi) Nothing in this section is intended, or shall be construed, to create a joint venture, partnership or other common business entity between Landlord and Tenant, and nothing hereto is intended, or shall be construed, to impair or diminish Landlord's control over Landlord's Property or Tenant's control over Tenant's Communication Facility.

(l) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(m) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(n) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(o) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(p) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

The County of Oneida
By:_____
Name: Anthony J. Picente, Jr.
Oneida County Executive
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Melissa Semidey Hanley
Print Name: Melissa Semidey Hanley
Its: Area Manager, Construction & Engineering
Date: 3/11/21

Approved:

_____
Robert E Pronteau
Assistant County Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of NEW YORK)

) ss.:

County of ERIE)

On the 11th day of March in the year 2021 before me, the undersigned, personally appeared MELISSA SEMIDEY FINLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Amy E Giambanco
Notary Public

AMY E. GIAMBANCO
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01G16230146
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 11-01-2022

Printed Name: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

State of NEW YORK)

) ss.:

County of ONEIDA)

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

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

INDEX OF EXHIBITS

Exhibit 1: Description of Property

Exhibit 2: Landlord Frequency List

Exhibit 3: Inter Sub Site Interface (ISSI)

Exhibit 4: Standard Access Letter

Exhibit 5: Memorandum of Lease

W-9 Form

Exhibit X: After Hours Call Down List

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows on the attached drawings.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

PROJECT INFORMATION

SCOPE OF WORK:	TELECOMMUNICATIONS FACILITY UPGRADE (NSB):
SITE NAME:	ONEIDA COUNTY OFFICE BUILDING
FA NUMBER:	15269870
SITE ADDRESS:	800 PARK AVENUE UTICA, NY 13501
MUNICIPALITY:	CITY OF UTICA
COUNTY:	ONEIDA
TAX MAP NUMBER:	318.51-1-54.1
TYPE OF SITE:	ROOFTOP/INDOOR
LATITUDE:	43.09931 N 43° 05' 57.5" W
LONGITUDE:	75.23017 W 75° 13' 48.6" W
GROUND ELEVATION:	468'± AMSL
RAD CENTER:	149'-0" AGL
BUILDING HEIGHT:	139'-0" AGL
PROPERTY OWNERS:	ONEIDA COUNTY 800 PARK AVENUE UTICA, NY 13501
UTILITY PROVIDER:	NATIONAL GRID (800)-867-4272
PROJECT MANAGER:	CENTERLINE COMMUNICATIONS - ANDREW THOMPSON (850)-614-2250 750 W. CENTER STREET STE 301 WEST BRIDGEWATER, MA 02379
APPLICANT:	AT&T MOBILITY - MISTY TORANGO - (315)-436-9154 5841 BRIDGE STREET, EAST SYRACUSE, NY 13057
SCOPE OF WORK:	(6) ANTENNAS, (15) RRUS, (3) DC9 SURGE ARRESTORS, (9) DC POWER CABLES, (3) FIBER RUNS, (2) FIF RACKS, (1) AC PANEL & (1) DC POWER PLANT WITH (27) UP CONVERTERS

at&t

FA CODE: 15269870

SITE NAME: ONEIDA COUNTY OFFICE BUILDING

PACE ID: MRNYJ007811, MRNYJ007810, MRNYJ007809 & MRNYJ007808

PROJECT: NSB

DRAWING INDEX

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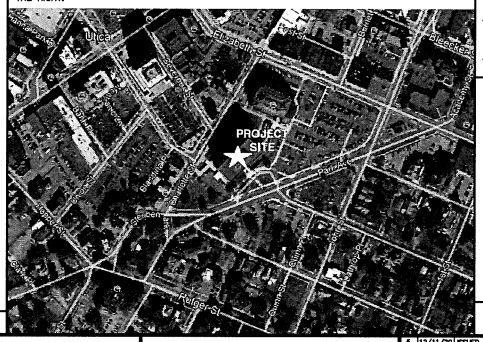
VICINITY MAP

DIRECTIONS TO SITE:

DEPART TOWARD BRIDGE ST. TURN RIGHT ONTO BRIDGE ST. TURN RIGHT ONTO RT-5 W / ERIE BLVD E. TURN RIGHT ONTO RT-633 N / THOMPSON RD. TAKE RAMP RIGHT AND FOLLOW SIGNS FOR I-890 EAST. TAKE RAMP LEFT FOR I-481 NORTH TOWARD THRUWAY. AT EXIT 8, TAKE RAMP RIGHT FOR I-90 EAST TOWARD ALBANY. AT EXIT 31, TAKE RAMP RIGHT FOR GENESEE ST SOUTH TOWARD DOWNTOWN UTICA. TURN RIGHT ONTO N GENESEE ST. TAKE RAMP RIGHT. BEAR RIGHT ONTO JOHN ST. BEAR RIGHT ONTO PARK AVE. 800 PARK AVE, UTICA, NEW YORK 13501, UNITED STATES WILL BE ON THE RIGHT.



GENERAL NOTES

1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&T. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE AT&T MOBILITY REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
4. CONSTRUCTION DRAWINGS ARE VALID FOR SIX MONTHS AFTER ENGINEER OF RECORD'S STAMPED AND SIGNED SUBMITTAL DATE LISTED HEREIN.

Dig Safely. New York
Call 811 before you dig

CALL TOLL FREE 1-800-962-7962 OR DIAL 811

UNDERGROUND SERVICE ALERT

Hudson Design Engineering PC
29 HAJJAR ROAD
HUDSON, NY 12534
TEL: (978) 557-3553
FAX: (978) 536-3556

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

NO.	DATE	REVISIONS	BY	CHK	APP'D
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3	07/22/20	ISSUED FOR PERMITTING	CC	JC	DPH
2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

AT&T

TITLE SHEET
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	T-1	5

GROUNDING NOTES

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHJ), THE SITE-SPECIFIC (UL, LPI, OR NFPA) LIGHTING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81 STANDARDS) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
4. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
5. EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS AND #2 AWG STRANDED COPPER FOR OUTDOOR BTS.
6. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/2 IN. OR GREATER ELECTRICALLY CONDUCTIVE REINFORCING STEEL MUST HAVE IT BONDED TO THE GROUND RING USING AN EXOTHERMIC WELD CONNECTION USING #2 AWG SOLID BARE TINNED COPPER GROUND WIRE, PER NEC 250.50

GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

   CONTRACTOR – CENTERLINE
   SUBCONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
   OWNER – AT&T MOBILITY

2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
4. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
6. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.
10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
13. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.
14. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL BE AIR-ENTRAINED AND SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
15. ALL STRUCTURAL STEEL WORK SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS. ALL STRUCTURAL STEEL SHALL BE ASTM A36 (F_y = 36 ksi) UNLESS OTHERWISE NOTED. PIPES SHALL BE ASTM A53 TYPE E (F_y = 36 ksi). ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED. TOUCH UP ALL SCRATCHES AND OTHER MARKS IN THE FIELD AFTER STEEL IS ERECTED USING A COMPATIBLE ZINC RICH PAINT.
16. CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND "GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF AT&T SITES."
17. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
18. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.
19. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.
20. **APPLICABLE BUILDING CODES:**
    SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

    BUILDING CODE: IBC 2018 WITH 2020 NYSBC SUPPLEMENTS
    ELECTRICAL CODE: REFER TO ELECTRICAL DRAWINGS

    SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

    AMERICAN CONCRETE INSTITUTE (ACI) 318; BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE;

    AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION;

    TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H, STRUCTURAL STANDARDS FOR STEEL

    FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

ABBREVIATIONS

AGL	ABOVE GRADE LEVEL	EQ	EQUAL	REQ	REQUIRED
AWG	AMERICAN WIRE GAUGE	GC	GENERAL CONTRACTOR	RF	RADIO FREQUENCY
BBU	BATTERY BACKUP UNIT	GRC	GALVANIZED RIGID CONDUIT	TBD	TO BE DETERMINED
BTCW	BARE TINNED SOLID COPPER WIRE	MGB	MASTER GROUND BAR	TBR	TO BE REMOVED
BGR	BURIED GROUND RING	MIN	MINIMUM	TBRR	TO BE REMOVED AND REPLACED
BTS	BASE TRANSCEIVER STATION	P	PROPOSED	TYP	TYPICAL
E	EXISTING	NTS	NOT TO SCALE	UG	UNDER GROUND
EGB	EQUIPMENT GROUND BAR	RAD	RADIATION CENTER LINE (ANTENNA)	VIF	VERIFY IN FIELD
EGR	EQUIPMENT GROUND RING	REF	REFERENCE		

Hudson Design Engineering PLLC
29 HAMM ROAD
HUDSON, NY 12534
TEL: (978) 557-1033
FAX: (978) 334-5566

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
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SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

AT&T

GENERAL NOTES
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15289870	GN-1	5

STRUCTURAL NOTES:

1. DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS, INTERNATIONAL BUILDING CODE, EIA/TIA-222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA, TOWERS AND ANTENNA SUPPORTING STRUCTURES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER OF RECORD.
3. DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
4. STRUCTURAL STEEL SHALL CONFORM TO ASTM A992 (Fy=50 ksi), MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A36 UNLESS OTHERWISE INDICATED.
5. STEEL PIPE SHALL CONFORM TO ASTM A500 "COLD-FORMED WELDED & SEAMLESS CARBON STEEL STRUCTURAL TUBING", GRADE B, OR ASTM A53 PIPE STEEL BLACK AND HOT-DIPPED ZINC-COATED WELDED AND SEAMLESS TYPE E OR S, GRADE B. PIPE SIZES INDICATED ARE NOMINAL. ACTUAL OUTSIDE DIAMETER IS LARGER.
6. STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (BEARING TYPE) AND CONFORM TO ASTM A325 TYPE-X "HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS, INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS". ALL BOLTS SHALL BE 3/4" DIA UON.
7. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
8. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
9. FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC REPAIR PAINT COMPLYING WITH REQUIREMENTS OF ASTM A780. GALVANIZING REPAIR PAINT SHALL HAVE 65 PERCENT ZINC BY WEIGHT. ZRP BY DUNCAN GALVANIZING, GALVA BRIGHT PREMIUM BY CROWN OR EQUAL. THICKNESS OF APPLIED GALVANIZING REPAIR PAINT SHALL BE NOT NOT LESS THAN 4 COATS (ALLOW TIME TO DRY BETWEEN COATS) WITH A RESULTING COATING THICKNESS REQUIRED BY ASTM A123 OR A153 AS APPLICABLE.
10. CONTRACTOR SHALL COMPLY WITH AWS CODE FOR PROCEDURES, APPEARANCE AND QUALITY OF WELDS, AND FOR METHODS USED IN CORRECTING WELDING. ALL WELDERS AND WELDING PROCESSES SHALL BE QUALIFIED IN ACCORDANCE WITH AWS "STANDARD QUALIFICATION PROCEDURES". ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "STEEL CONSTRUCTION MANUAL". 14TH EDITION.
11. INCORRECTLY FABRICATED, DAMAGED OR OTHERWISE MISFITTING OR NON-CONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE CONSTRUCTION MANAGER PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
12. UNISTRUT SHALL BE FORMED STEEL CHANNEL STRUT FRAMING AS MANUFACTURED BY UNISTRUT CORP., WAYNE, MI OR EQUAL. STRUT MEMBERS SHALL BE 1 5/8"x1 5/8"x12GA, UNLESS OTHERWISE NOTED, AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
13. EPOXY ANCHOR ASSEMBLY SHALL CONSIST OF STAINLESS STEEL ANCHOR ROD WITH NUTS & WASHERS. AN INTERNALLY THREADED INSERT, A SCREEN TUBE AND A EPOXY ADHESIVE. THE ANCHORING SYSTEM SHALL BE THE HILTI-HIT HY-70 AND OR HY-200 SYSTEMS (AS SPECIFIED IN DWG.) OR ENGINEERS APPROVED EQUAL.
14. EXPANSION BOLTS SHALL CONFORM TO FEDERAL SPECIFICATION FF-S-325, GROUP II, TYPE 4, CLASS 1, HILTI KWIK BOLT III OR APPROVED EQUAL. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
15. LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
16. WHERE ROOF PENETRATIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND COORDINATE RELATED WORK WITH THE BUILDING OWNER AND THE EXISTING ROOF INSTALLER. WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO NOT VOID THE EXISTING ROOF WARRANTY. ROOF SHALL BE WATERTIGHT.
17. ALL FIBERGLASS MEMBERS USED ARE AS MANUFACTURED BY STRONGWELL COMPANY OF BRISTOL, VA 24203. ALL DESIGN CRITERIA FOR THESE MEMBERS IS BASED ON INFORMATION PROVIDED IN THE DESIGN MANUAL. ALL REQUIREMENTS PUBLISHED IN SAID MANUAL MUST BE STRICTLY ADHERED TO.
18. NO MATERIALS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
19. SUBCONTRACTOR SHALL FIREPROOF ALL STEEL TO PRE-EXISTING CONDITIONS.

SPECIAL INSPECTION CHECKLIST

BEFORE CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	ENGINEER OF RECORD APPROVED SHOP DRAWINGS [1]
REQUIRED	MATERIAL SPECIFICATIONS REPORT [2]
N/A	FABRICATOR NDE INSPECTION
REQUIRED	PACKING SLIPS [3]
ADDITIONAL TESTING AND INSPECTIONS:	
DURING CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	STEEL INSPECTIONS
N/A	HIGH STRENGTH BOLT INSPECTIONS
N/A	HIGH WIND ZONE INSPECTIONS [4]
N/A	FOUNDATION INSPECTIONS
N/A	CONCRETE COMP. STRENGTH, SLUMP TESTS AND PLACEMENT
N/A	POST INSTALLED ANCHOR VERIFICATION [5]
N/A	GROUT VERIFICATION
N/A	CERTIFIED WELD INSPECTION
N/A	EARTHWORK: LIFT AND DENSITY
N/A	ON SITE COLD GALVANIZING VERIFICATION
N/A	GUY WIRE TENSION REPORT
ADDITIONAL TESTING AND INSPECTIONS:	
AFTER CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	MODIFICATION INSPECTOR REDLINE OR RECORD DRAWINGS [6]
N/A	POST INSTALLED ANCHOR PULL-OUT TESTING
REQUIRED	PHOTOGRAPHS
ADDITIONAL TESTING AND INSPECTIONS:	

NOTES:

1. REQUIRED FOR ANY NEW SHOP FABRICATED FRP OR STEEL.
2. PROVIDED BY MANUFACTURER, REQUIRED IF HIGH STRENGTH BOLTS OR STEEL.
3. PROVIDED BY GENERAL CONTRACTOR; PROOF OF MATERIALS.
4. HIGH WIND ZONE INSPECTION CATB 120MPH OR CAT C,D 110MPH INSPECT FRAMING OF WALLS, ANCHORING, FASTENING SCHEDULE.
5. ADHESIVE FOR REBAR AND ANCHORS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ACI 355.4 AND ICC-ES AC308 FOR CRACKED CONCRETE AND SEISMIC APPLICATIONS. DESIGN ADHESIVE BOND STRENGTH HAS BEEN BASED ON ACI 355.4 TEMPERATURE CATEGORY B WITH INSTALLATIONS INTO DRY HOLES DRILLED USING A CARBIDE BIT INTO CRACKED CONCRETE THAT HAS CURED FOR AT LEAST 21 DAYS. ADHESIVE ANCHORS REQUIRING CERTIFIED INSTALLATIONS SHALL BE INSTALLED BY A CERTIFIED ADHESIVE ANCHOR INSTALLER PER ACI 318-11 D.9.2.2. INSTALLATIONS REQUIRING CERTIFIED INSTALLERS SHALL BE INSPECTED PER ACI 318-11 D.8.2.4.
6. AS REQUIRED; FOR ANY FIELD CHANGES TO THE ITEMS IN THIS TABLE.

SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

GENERAL: WHERE APPLICATION IS MADE FOR CONSTRUCTION, THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE ACTING AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PERFORM INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE INSPECTION CHECKLIST ABOVE.

THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND ENGINEERS OF RECORD INVOLVED IN THE DESIGN OF THE PROJECT ARE PERMITTED TO ACT AS THE APPROVED AGENCY AND THEIR PERSONNEL ARE PERMITTED TO ACT AS THE SPECIAL INSPECTOR FOR THE WORK DESIGNED BY THEM, PROVIDED THOSE PERSONNEL MEET THE QUALIFICATION REQUIREMENTS.

STATEMENT OF SPECIAL INSPECTIONS: THE APPLICANT SHALL SUBMIT A STATEMENT OF SPECIAL INSPECTIONS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE IN ACCORDANCE WITH SECTION 107.1 AS A CONDITION FOR ISSUANCE. THIS STATEMENT SHALL BE IN ACCORDANCE WITH SECTION 1705.

REPORT REQUIREMENT: SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS OR WAS NOT COMPLETED IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF THEY ARE NOT CORRECTED, THE DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS SHALL BE SUBMITTED.

NOTES:

1. ALL CONNECTIONS TO BE SHOP WELDED & FIELD BOLTED USING 3/4"ø A325-X BOLTS, UNLESS OTHERWISE NOTIFIED.
2. SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED BEFORE ORDERING MATERIAL.
3. SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED PRIOR TO STEEL FABRICATION.
4. VERIFICATION OF EXISTING ROOF CONSTRUCTION IS REQUIRED PRIOR TO THE INSTALLATION OF THE ROOF PLATFORM. ENGINEER OF RECORD IS TO APPROVE EXISTING CONDITIONS IN ORDER TO MOVE FORWARD.
5. CENTERLINE OF PROPOSED STEEL PLATFORM SUPPORT COLUMNS TO BE CENTRALLY LOCATED OVER THE EXISTING BUILDING COLUMNS.
6. EXISTING BRICK MASONRY COLUMNS/BEARING TO BE REPAIRED/REPLACED AT ALL PROPOSED PLATFORM SUPPORT POINTS. ENGINEER OF RECORD TO REVIEW AND APPROVE.

Hudson Design Engineering and Development
29 HAMM ROAD
HUDSON, NY 12534
TEL: (978) 557-3553
FAX: (978) 334-5356

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

NO.	DATE	REVISIONS	BY	CHK	APP'D
5	12/11/20	ISSUED FOR PERMITTING	AR	JC	DPH
4	11/10/20	ISSUED FOR PERMITTING	CC	JC	DPH
3	07/22/20	ISSUED FOR PERMITTING	CC	JC	DPH
2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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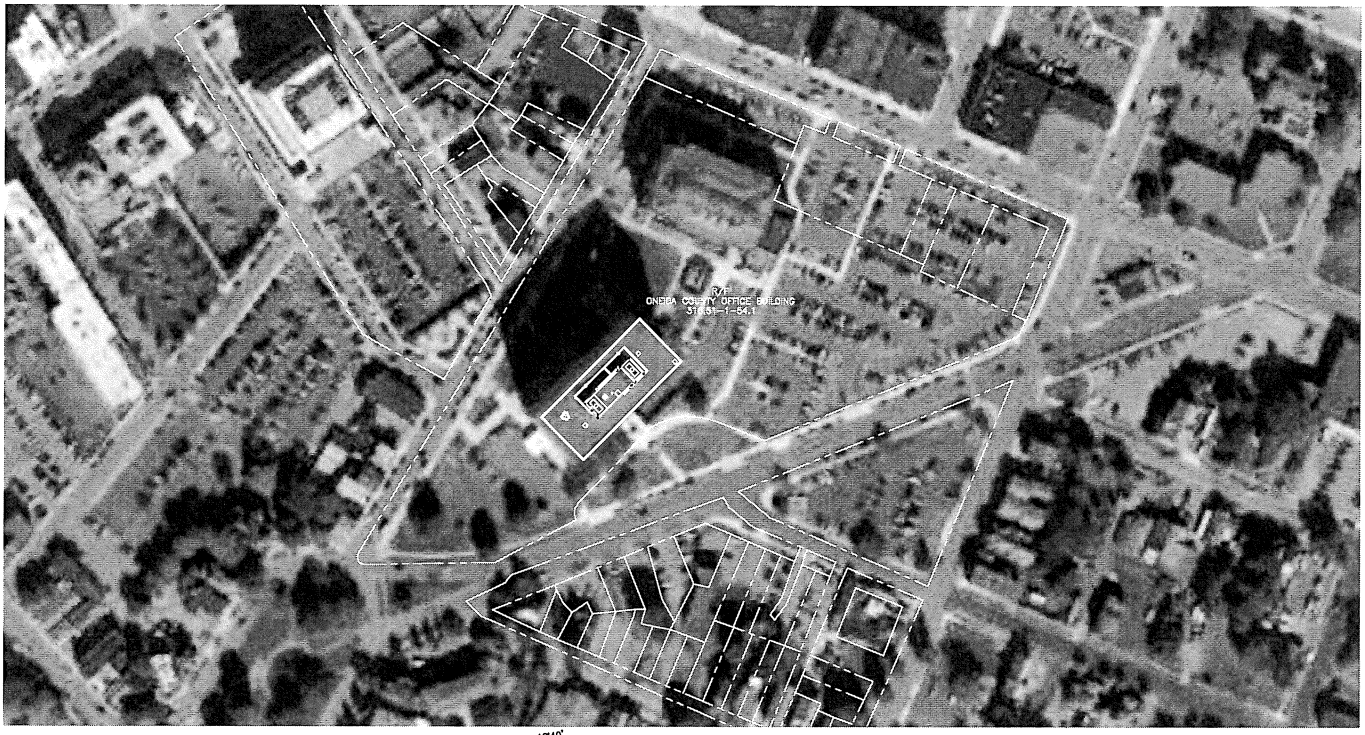
STRUCTURAL NOTES (NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	SN-1	5



MAGNETIC NORTH 12°40' TRUE NORTH

OVERALL SITE PLAN (1 / C-1)
SCALE: N.T.S

Hudson Design Engineering PLLC
29 HAMM ROAD
HUDSON, NY 12534
TEL: (978) 557-1553
FAX: (978) 334-5556

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

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3	07/22/20	ISSUED FOR PERMITTING	CC	JC	DPH
2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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SITE PLAN
(NSB)

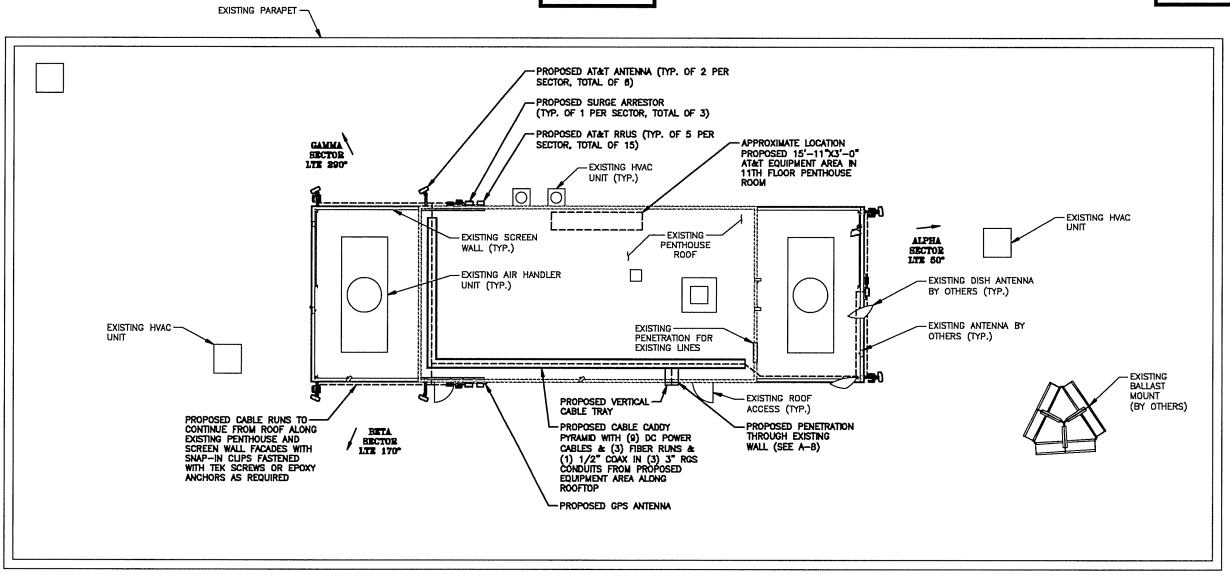
JOB NUMBER	DRAWING NUMBER	REV
15269870	C-1	5

UTILITY NOTE:

REFER TO A-2 & A-3 FOR PROPOSED UTILITY PATHS

NOTE:

REFER TO STRUCTURAL ANALYSIS BY: HUDSON DESIGN ENGINEERING, LLC. DATED: JULY 21, 2020, FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT.



ROOF PLAN
22x34 SCALE: 1/8"=1'-0"
11x17 SCALE: 1/16"=1'-0"

1 / A-1

0 4'-0" 8'-0" 16'-0" 24'-0"

Hudson Design Engineering, LLC
29 KAHAN ROAD
HUDSON, NY 12534
TEL: (978) 557-5553
FAX: (978) 336-5566

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
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2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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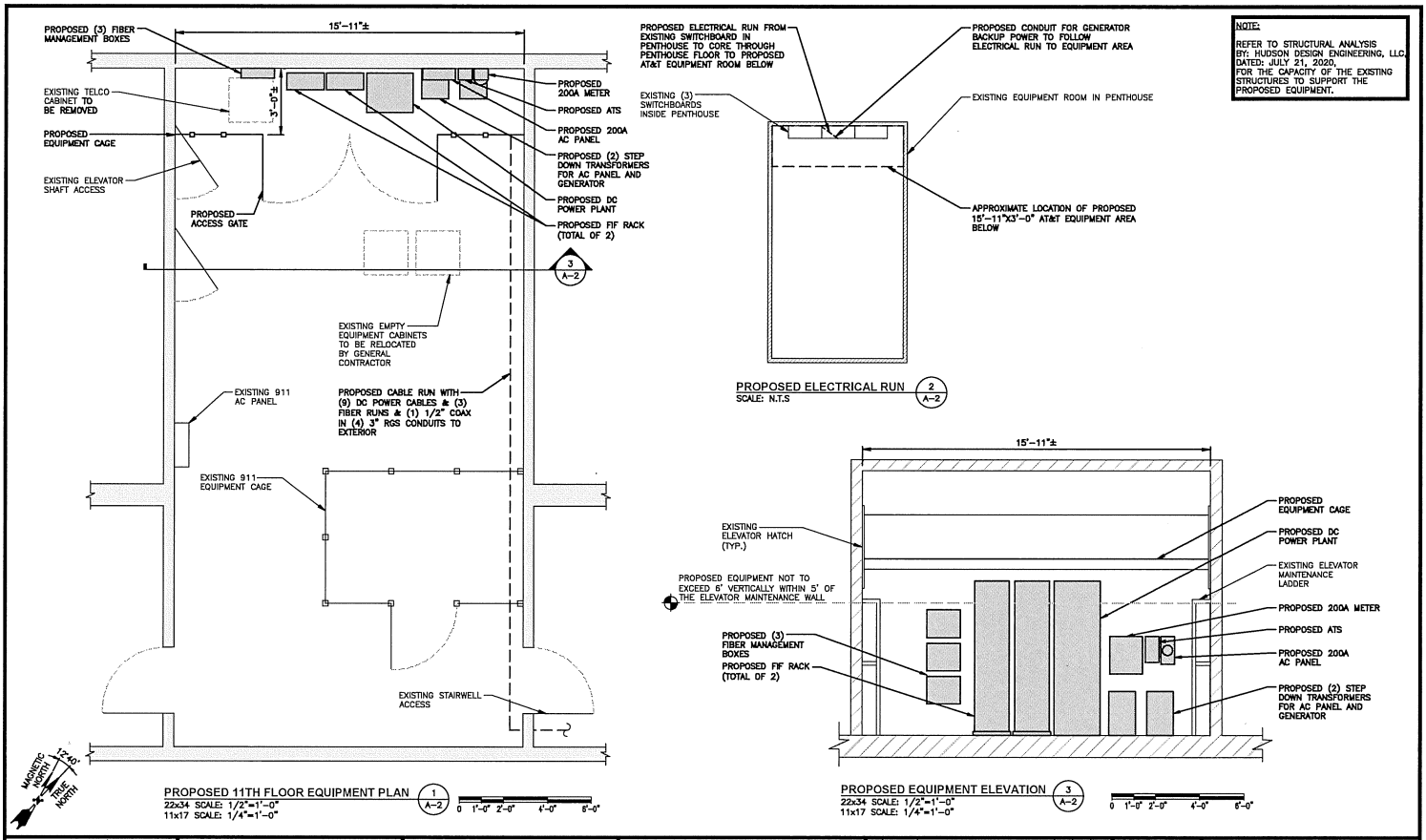
ROOF PLAN
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	A-1	5



NOTE:

REFER TO STRUCTURAL ANALYSIS BY: HUDSON DESIGN ENGINEERING, LLC, DATED: JULY 21, 2020, FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT.

Hudson Design Engineering
29 HAYNES ROAD
HUDSON, NY 12534
TEL: (978) 537-5553
FAX: (978) 33x-5584

CENTERLINE
95 RYAN DRIVE
RAYNHAM, MA 02767

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800 PARK AVENUE
UTICA, NY 13501
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5841 BRIDGE STREET
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1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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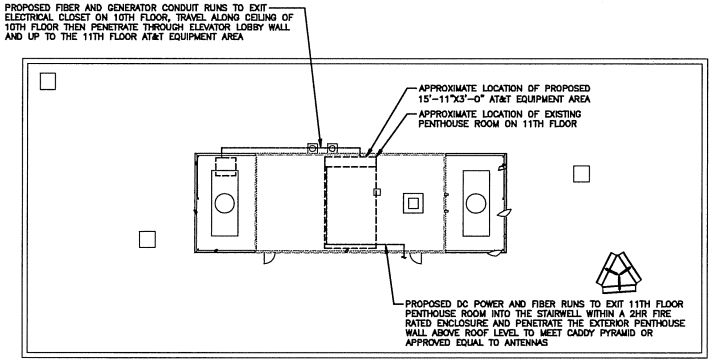
EQUIPMENT PLAN/ELEVATION & ELECTRICAL RUN (NSB)

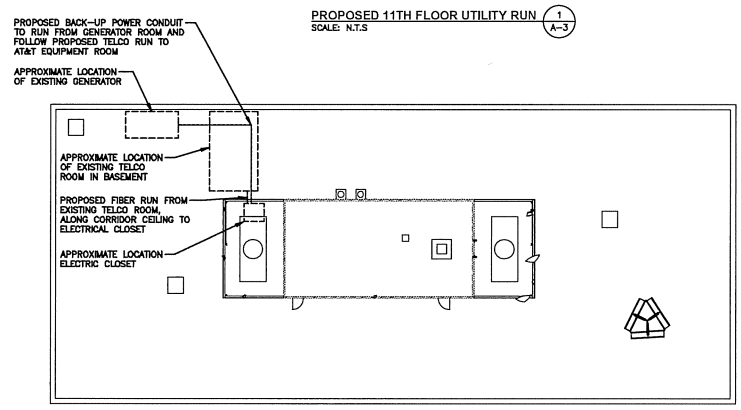
JOB NUMBER	DRAWING NUMBER	REV
15269870	A-2	5

NOTE:

REFER TO STRUCTURAL ANALYSIS BY: HUDSON DESIGN ENGINEERING, LLC. DATED: JULY 21, 2020. FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT.



PROPOSED 11TH FLOOR UTILITY RUN (1 / A-3)
SCALE: N.T.S



PROPOSED BASEMENT UTILITY RUN (2 / A-3)
SCALE: N.T.S

Hudson Design Engineering, LLC
29 HAJJAR ROAD
HUDSON, NY 12534
TEL: (978) 557-5553
FAX: (978) 334-5564

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

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2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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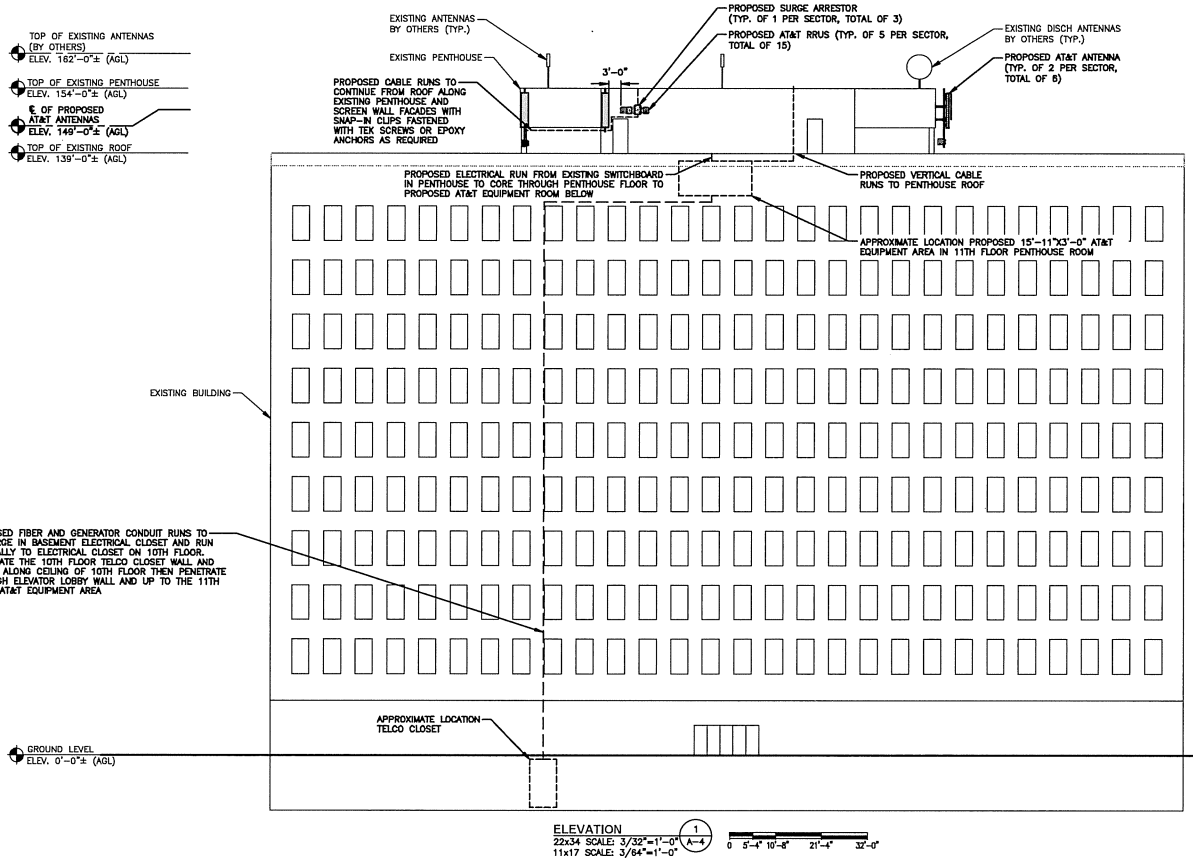
UTILITY RUNS
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	A-3	5



ELEVATION 1 A-4
22x34 SCALE: 3/32"=1'-0"
11x17 SCALE: 3/64"=1'-0"
0 5'-4" 10'-8" 21'-4" 32'-0"

NOTE:

REFER TO STRUCTURAL ANALYSIS BY: HUDSON DESIGN ENGINEERING, LLC, DATED: JULY 21, 2020, FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT.

NOTE:

REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

Hudson Design Engineering, LLC
59 HAMM ROAD
HUDSON, NY 12534
TEL: (978) 557-5553
FAX: (978) 336-5586

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

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1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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ELEVATION
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	A-4	5

NOTE:

REFER TO STRUCTURAL ANALYSIS BY: HUDSON DESIGN ENGINEERING, LLC. DATED: JULY 21, 2020, FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT.

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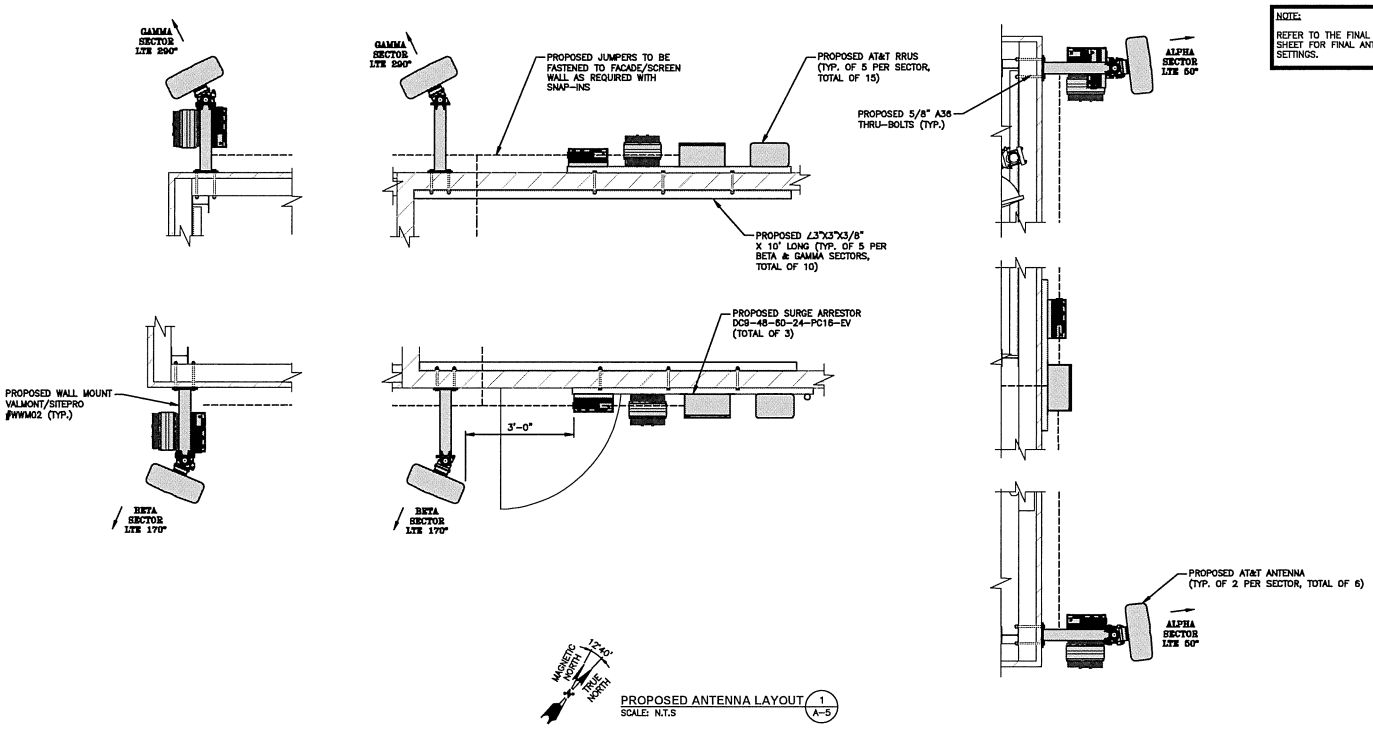

PROPOSED ANTENNA LAYOUT (1 / A-5)
SCALE: N.T.S

Hudson Design Engineering
39 MAIN ROAD
HUDSON, NY 12534
TEL. (978) 557-5553
FAX. (978) 33x-55xx

CENTERLINE FOUNDATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

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3	07/22/20	ISSUED FOR PERMITTING	CC	JC	DPH
2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

AT&T

ANTENNA LAYOUT
(NSB)

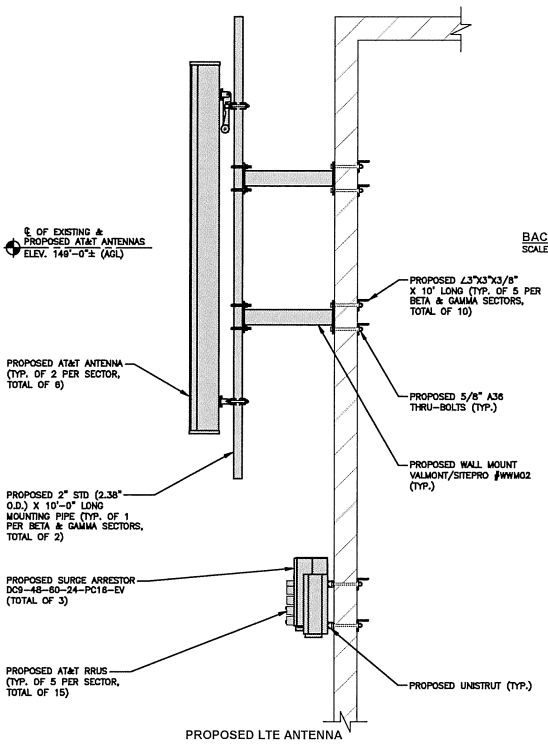
JOB NUMBER	DRAWING NUMBER	REV
15269870	A-5	5

NOTE:

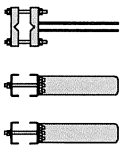
REFER TO STRUCTURAL ANALYSIS BY: HUDSON DESIGN ENGINEERING, LLC, DATED: JULY 21, 2020, FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT.

NOTE:

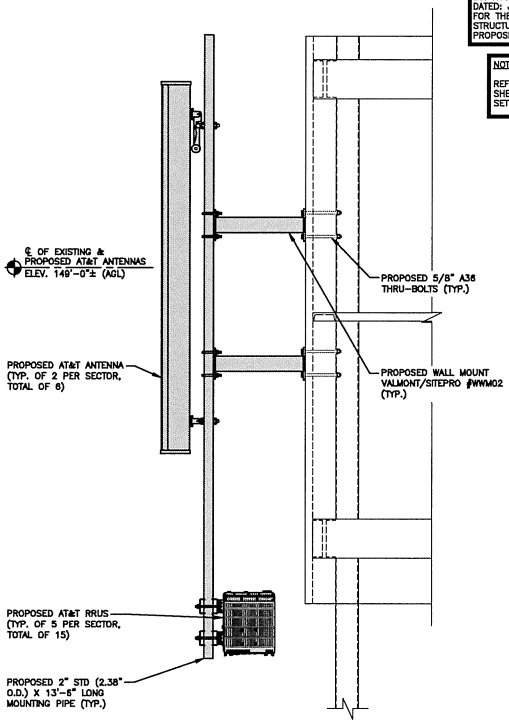
REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



PROPOSED LTE ANTENNA AND RRU MOUNTING DETAIL (ON PENTHOUSE FACADE) 1/A-6
SCALE: N.T.S



BACK TO BACK RRU MOUNT DETAIL 2/A-6
SCALE: N.T.S



PROPOSED LTE ANTENNA AND RRU MOUNTING DETAIL (ON SCREEN WALL) 3/A-5
SCALE: N.T.S

Hudson Design Engineering
29 HAMILTON ROAD
HUDSON, NY 12534
TEL: (978) 557-3553
FAX: (978) 334-3356

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

NO.	DATE	REVISIONS	BY	CHK	APP'D
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1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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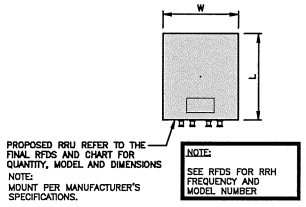
DETAILS
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	A-6	5

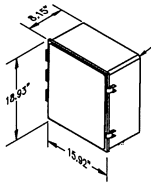
ANTENNA SCHEDULE

SECTOR	EXISTING/ PROPOSED	BAND	ANTENNA	SIZE (INCHES) (L x W x D)	ANTENNA © HEIGHT	AZIMUTH	TMA/ DIPLEXER	RRU	SIZE (INCHES) (L x W x D)	FEEDER	RAYCAP
A1	PROPOSED	LTE	NNH4-65C-R6	96X19.6X7.8	149'-0"±	50°	–	(P) 8843 B2/B66A (PCS/AWS) (P) 4449 B5/B12 (850/700)	14.9X13.2X10.9 14.9X13.2X10.4	(P)(3) DC POWER CABLES (P)(1) FIBER RUN	(P) (1) RAYCAP DC9-48-60-24-PC16 -EV
A2	–	–	–	–	–	–	–	–	– –		
A3	–	–	–	–	–	–	–	–	–		
A4	PROPOSED	LTE	NNH4-65C-R6	96X19.6X7.8	149'-0"±	50°	–	(P) B14 4478 (700) (P) 4415 B30 (WCS) (P) 4415 B25 (PCS)	16.1X13.4X8.3 16.5X13.4X5.9 16.5X13.4X5.9		
B1	PROPOSED	LTE	NNH4-65C-R6	96X19.6X7.8	149'-0"±	170°	–	(P) 8843 B2/B66A (PCS/AWS) (P) 4449 B5/B12 (850/700)	14.9X13.2X10.4 14.9X13.2X10.9	(P)(3) DC POWER CABLES (P)(1) FIBER RUN	(P) (1) RAYCAP DC9-48-60-24-PC1 6-EV
B2	–	–	–	–	–	–	–	–	– –		
B3	–	–	–	–	–	–	–	–	–		
B4	PROPOSED	LTE	NNH4-65C-R6	96X19.6X7.8	149'-0"±	170°	–	(P) B14 4478 (700) (P) 4415 B30 (WCS) (P) 4415 B25 (PCS)	16.5X13.4X5.9 16.5X13.4X5.9 16.1X13.4X8.3		
C1	PROPOSED	LTE	NNH4-65C-R6	96X19.6X7.8	149'-0"±	290°	–	(P) 8843 B2/B66A (PCS/AWS) (P) 4449 B5/B12 (850/700)	14.9X13.2X10.4 14.9X13.2X10.9	(P)(3) DC POWER CABLES (P)(1) FIBER RUN	(P) (1) RAYCAP DC9-48-60-24-PC1 6-EV
C2	–	–	–	–	–	–	–	–	– –		
C3	–	–	–	–	–	–	–	–	–		
C4	PROPOSED	LTE	NNH4-65C-R6	96X19.6X7.8	149'-0"±	290°	–	(P) B14 4478 (700) (P) 4415 B30 (WCS) (P) 4415 B25 (PCS)	16.5X13.4X5.9 16.5X13.4X5.9 16.1X13.4X8.3		

FINAL ANTENNA CONFIGURATION TABLE (1 / A-7)
SCALE: N.T.S



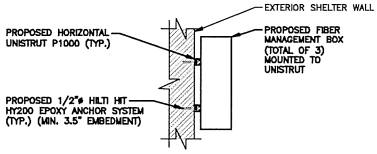
PROPOSED RRH DETAIL (2 / A-7)
SCALE: N.T.S



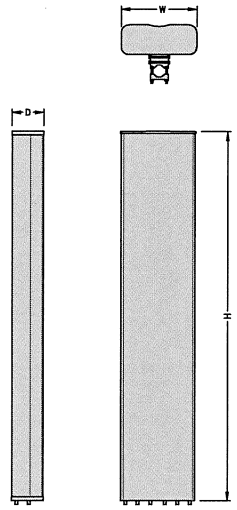
PROPOSED SURGE PROTECTOR MODEL NUMBER:
DC9-48-60-24-PC16-EV
DIMENSIONS:
H18.93"x15.92"x8.15"
WITH BRACKET:
H18.93"x15.92"x9.64"

NOTE:
MOUNT PER MANUFACTURER'S SPECIFICATIONS.

PROPOSED SURGE SUPPRESSOR DETAIL (3 / A-7)
SCALE: N.T.S



PROPOSED FIBER MANAGEMENT BOX MOUNTING DETAIL (4 / A-7)
SCALE: N.T.S



PROPOSED ANTENNA DETAIL (5 / A-7)
SCALE: N.T.S

Hudson Design Engineering
39 HAMM ROAD
HUDSON, NY 12534
TEL. (978) 557-5553
FAX. (978) 336-5566

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

NO.	DATE	REVISIONS	BY	CHK	APP'D
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1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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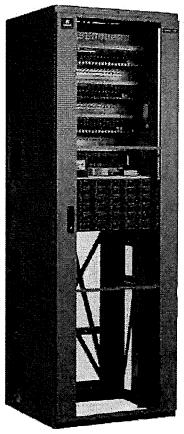
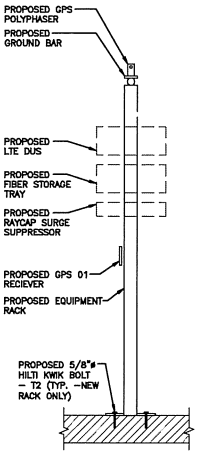
ANTENNA SCHEDULE & DETAILS
(NSB)

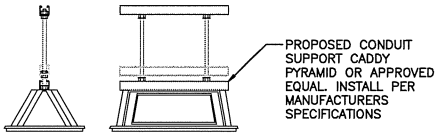
JOB NUMBER	DRAWING NUMBER	REV
15269870	A-7	5



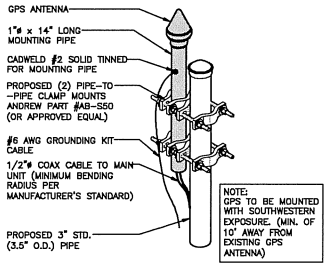
PROPOSED NETSURE 7100 POWER PLANT (1 / A-8)
SCALE: N.T.S



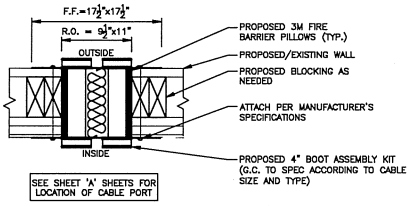
PROPOSED EQUIPMENT RACK DETAIL (2 / A-8)
SCALE: N.T.S



PROPOSED CONDUIT MOUNTING DETAIL (3 / A-8)
SCALE: N.T.S



GPS MOUNTING DETAIL (4 / A-8)
22x34 SCALE: N.T.S



CABLE ENTRY PLATE (THRU WALL) (5 / A-8)
SCALE: N.T.S

Hudson Design Engineering PLLC
39 HAMM ROAD
HUDSON, NY 12534
TEL. (978) 557-5553
FAX. (978) 336-5566

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
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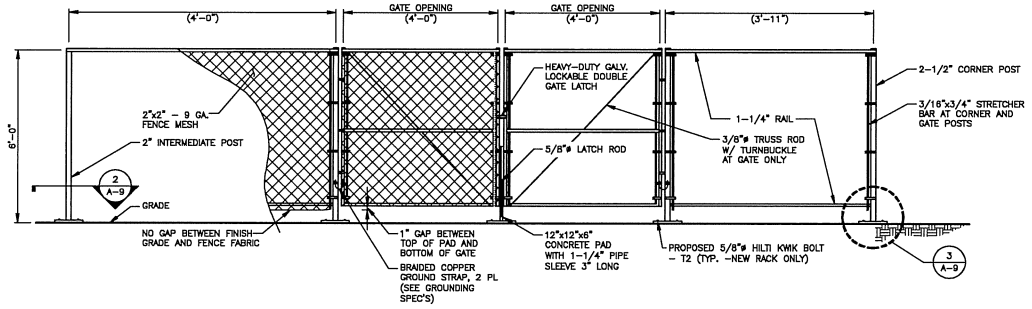
DETAILS
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	A-8	5

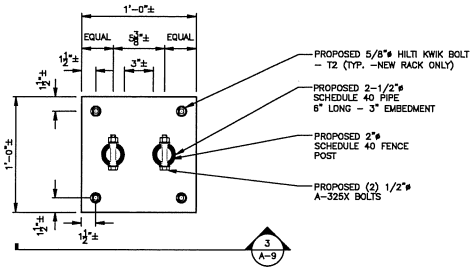
FENCE NOTES

1. ALTERNATE FOOTINGS FOR ALL FENCE POSTS IN LEDGE: IF LEDGE IS ENCOUNTERED AT GRADE, OR AT A DEPTH SHALLOWER THAN 3'-6", CORE DRILL AN 8" DIA HOLE 18" INTO THE LEDGE. CENTER POST IN THE HOLE AND FILL WITH CONCRETE OR GROUT. IF LEDGE IS BELOW FINISH GRADE, COAT BACKFILLED SECTION OF POST WITH COAL TAR, AND BACKFILL WITH WELL-DRAINING GRAVEL.

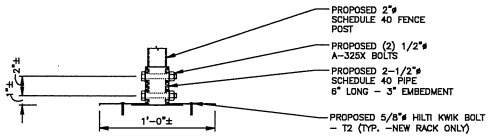
2. ATTACH EACH GATE WITH 1-1/2 PAIR OF NON-LIFT-OFF TYPE, MALLEABLE IRON OR FORGING, PIN-TYPE HINGES. ASSEMBLIES SHALL ALLOW FOR 180° OF GATE TRAVEL.



CHAINLINK FENCE DETAIL (NO DIG SITE) 1 A-9
SCALE: N.T.S



PROPOSED FENCE BASE 2 A-9
22x34 SCALE: 3"=1'-0"
11x17 SCALE: 1-1/2"=1'-0"



PROPOSED FENCE BASE (SECTION) 3 A-9
22x34 SCALE: 3"=1'-0"
11x17 SCALE: 1-1/2"=1'-0"

Hudson Design Engineering
29 HAMM ROAD
HUDSON, NY 12534
TEL: (978) 557-1553
FAX: (978) 333-2566

CENTERLINE
95 RYAN DRIVE
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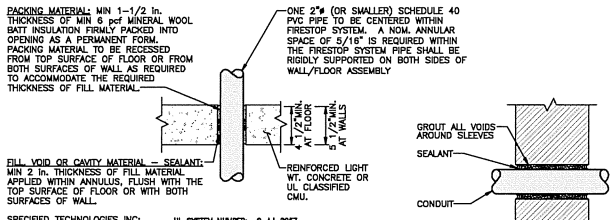
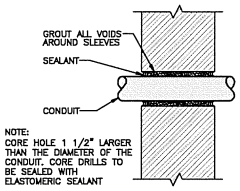
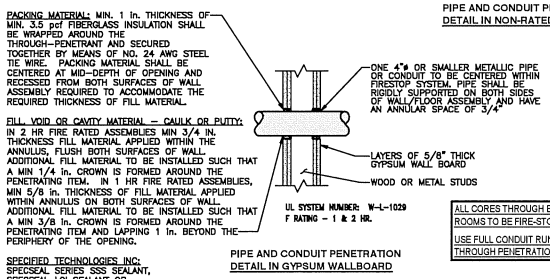


PVC CONDUIT PENETRATION
DETAIL IN CONCRETE OR MASONRY



PIPE AND CONDUIT PENETRATION
DETAIL IN NON-RATED PARTITION

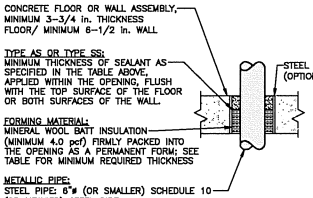


PIPE AND CONDUIT PENETRATION
DETAIL IN GYPSUM WALLBOARD

ALL CORES THROUGH ELECTRIC ROOMS TO BE FIRE-STOPPED.

USE FULL CONDUIT RUNS THROUGH PENETRATIONS

FLOOR OR WALL	MIN FLOOR OR WALL THKNS. (In.)	MAX DIAM OF STEEL PIPE OR CONDUIT (In.)	MIN ANNULAR SPACE (In.)	MAX ANNULAR SPACE (In.)	MIN FILL MTL. THKNS (In.)	MIN FORMING MTL. THKNS (In.)	F RATING (HOURS)	T RATING (HOURS)
FLOOR	3-3/4	1-1/2	3/8	2-1/8	1	2-3/4	2	0
FLOOR	3-3/4	6	3/8	3/4	1	2-3/4	2	0
FLOOR	3-3/4	6	3/8	1	2	1-3/4	2	0
FLOOR	4-1/2	1-1/2	3/8	2-1/8	1	3-1/2	3	3/4
FLOOR	4-1/2	6	3/8	3/4	1	3-1/2	3	0
FLOOR	4-1/2	6	3/8	1	2	2-1/2	3	0
WALL	5-1/2	1-1/2	3/8	2-1/8	1	3-1/2	3	3/4
WALL	5-1/2	6	3/8	3/4	1	3-1/2	3	0
WALL	8-1/2	1-1/2	3/8	2-1/8	2	2-1/2	3	1
WALL	8-1/2	6	3/8	1	2	2-1/2	3	0



PIPE AND CONDUIT PENETRATION
DETAIL IN CONCRETE OR MASONRY

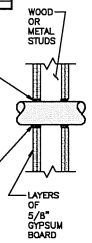
WALL HR	MAX DIAM OF THROUGH PENETRANT In.	T RATING HR
1	4	1
1	1-1/4	1
2	1-1/4	1 1/2

THE HOURLY F RATING OF THE FIRESTOP SYSTEM IS EQUAL TO THE HOURLY FIRE RATING OF THE WALL ASSEMBLY IN WHICH IT IS INSTALLED.

THROUGH PENETRANTS: ONE 2"ø NONMETALLIC PIPE, CONDUIT OR RACEWAY TO BE CENTERED WITHIN THE FIRESTOP SYSTEM. A NOM ANNULAR SPACE OF 5/16 In. IS REQUIRED WITHIN THE FIRESTOP SYSTEM. PIPE, CONDUIT OR RACEWAY TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF THE FLOOR OR WALL ASSEMBLY.

FILL, VOID OR CAVITY MATERIAL – SEALANT: MIN 5/8 In. THICKNESS OF FILL MATERIAL APPLIED WITHIN ANNULUS, FLUSH WITH BOTH SURFACES OF WALL. ADDITIONAL FILL MATERIAL TO BE INSTALLED SUCH THAT A MIN 1/4 In. THICK CROWN IS FORMED AROUND THE PENETRATING ITEM AND LAPPING 1 In. BEYOND THE PERIPHERY OF THE OPENING.

SPECIFIED TECHNOLOGIES INC: SPECSEAL SERIES SSS SEALANT, SPECSEAL LCI SEALANT.



UL SYSTEM NUMBER: W-L-2093
F RATING – 1 & 2 HR.

PVC CONDUIT PENETRATION
DETAIL IN GYPSUM WALLBOARD

NOTE:

CABLES IN VERTICAL RUNS. CABLES INSTALLED IN VERTICAL RUNS AND PENETRATING MORE THAN ONE FLOOR, OR CABLES INSTALLED IN VERTICAL RUNS IN A SHAFT, SHALL BE TYPE CMR. FLOOR PENETRATIONS REQUIRING TYPE CMR SHALL CONTAIN ONLY CABLES SUITABLE FOR RISER OR PLENUM USE. LISTED RISER COMMUNICATIONS RACEWAYS AND LISTED PLENUM COMMUNICATIONS RACEWAYS SHALL BE PERMITTED TO BE INSTALLED IN VERTICAL RISER RUNS IN A SHAFT FROM FLOOR TO FLOOR. **ONLY TYPE CMR CABLES SHALL BE PERMITTED TO BE INSTALLED IN THESE RISERS. ONLY CMP CABLES SHALL BE PERMITTED TO BE INSTALLED IN PLENUMS.**

METAL RACEWAYS OR FIREPROOF SHAFTS. LISTED COMMUNICATIONS CABLES SHALL BE ENCASED IN A METAL RACEWAY OR LOCATED IN A FIREPROOF SHAFT HAVING FIRESTOPS AT EACH FLOOR.

PENETRATION DETAILS (1 / A-10)
22x34 SCALE: N.T.S

Hudson Design Engineering PLLC
29 MAIN ROAD
HUDSON, NY 12534
TEL: (978) 557-5553
FAX: (978) 33x-5564

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

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PENETRATION DETAILS
(NSB)

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GENERAL NOTES

ELECTRICAL:

1. ALL CONDUCTORS SHALL BE COPPER.
2. ALL WIRING DEVICES AND EQUIPMENT SHALL BE SPECIFICATION GRADE AND UL LISTED.
3. THE INSTALLATION OF ALL MATERIALS SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE, 2014 EDITION WITH 527 CMR 12 AMENDMENTS.
4. ALL MATERIALS SHALL BE NEW.
5. OUTLETS AND JUNCTION BOXES SHALL BE ZINC-COATED OR CADMIUM PLATED SHEET STEEL. BOXES NOT LESS THAN FOUR INCHES SQUARE AND SUITABLE FOR THE TYPE OF SERVICE OUTLET. ALL OUTLET AND JUNCTION BOXES SHALL BE SECURELY SURFACE MOUNTED.
6. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING COMPRESSION-TYPE CONDUIT FITTINGS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTORS. CRIMP-TYPE AND SET SCREW-TYPE CONDUIT FITTINGS ARE NOT ALLOWED. ALL RECEPTACLES AND EQUIPMENT CIRCUITS SHALL BE GROUNDED USING A FULL-SIZE EQUIPMENT GROUNDING CONDUCTOR RUN WITH THE CURRENT CONDUCTORS.
7. ALL WALL PENETRATIONS FOR TELCO, POWER, AND GROUNDING SHALL REQUIRE RIGID STEEL SLEEVES.
8. ALL SWITCHES SHALL BE 48 INCHES A.F.F.
9. ALL RECEPTACLES SHALL BE 18 INCHES A.F.F.
10. ALL T-STATS SHALL BE 60 INCHES A.F.F.

CABLE TRAY:

11. BOTTOM OF CABLE TRAY SHALL BE 7'-6" A.F.F.
12. CABLE TRAY ANCHORS SHALL BE MOUNTED TO STRUCTURAL CEILING.
13. AFTER FINAL LEVELING OF CABLE TRAY, CUT THREADED RODS 1/2" BELOW NUT AND CAP OFF.

ALARM AND SIGNAL:

14. ALL ALARM WIRES SHALL BE RUN FROM EACH OF THE COMPONENTS TERMINAL STRIP. LEAVE ADDITIONAL ALARM WIRE COILED WITH SUFFICIENT LENGTH TO REACH THE FLOOR.
15. ALL ALARM WIRES SHALL BE TAGGED AND LABELED WITH THE APPROPRIATE ALARM ITEM. ALL CONTRACTORS WILL BE NORMALLY CLOSED, DRY, AND ISOLATED FROM GROUND, U.O.N.
16. ALL ALARM WIRING SHALL BE 1/2"C., 2 #22, UNLESS OTHERWISE NOTED.
17. ELECTRICAL CONTRACTOR TO CARRY POWER FEED OF LESSEE'S EQUIPMENT.
18. ALL ENCLOSURES TO BE NEMA.
19. INTEGRATED LOAD CENTER ASSEMBLY AND THE GENERATOR SUPPLIED BY LESSEE.

ABBREVIATIONS

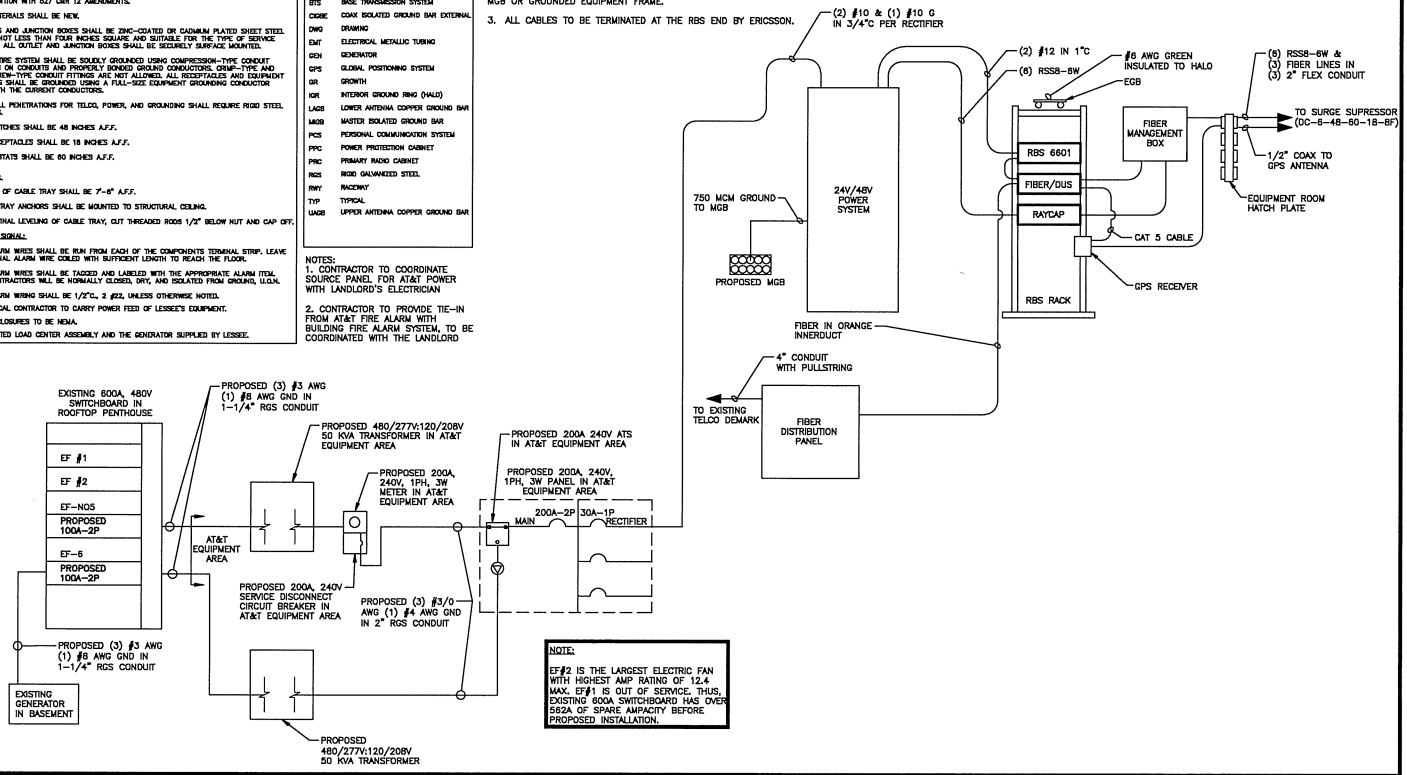
AGB	COPPER ANTENNA GROUND BAR
AWG	AMERICAN WIRE GAUGE
BCW	BARE COPPER WIRE
BTS	BASE TRANSMISSION SYSTEM
CGBE	COAX ISOLATED GROUND BAR EXTERNAL
DWG	DRAWING
EMT	ELECTRICAL METALLIC TUBING
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
GR	GROWTH
IGR	INTERIOR GROUND RING (HALO)
LAGB	LOWER ANTENNA COPPER GROUND BAR
MGB	MASTER ISOLATED GROUND BAR
PCS	PERSONAL COMMUNICATION SYSTEM
PPC	POWER PROTECTION CABINET
PRC	PRIMARY RADIO CABINET
RGS	RIGID GALVANIZED STEEL
RWY	RACEWAY
TYP	TYPICAL
UAGB	UPPER ANTENNA COPPER GROUND BAR

NOTES:
1. CONTRACTOR TO COORDINATE SOURCE PANEL FOR AT&T POWER WITH LANDLORD'S ELECTRICIAN

2. CONTRACTOR TO PROVIDE TIE-IN FROM AT&T FIRE ALARM WITH BUILDING FIRE ALARM SYSTEM, TO BE COORDINATED WITH THE LANDLORD

NOTES

1. GENERAL CONTRACTOR IS TO VERIFY ACTUAL EQUIPMENT CABINET INSTALLATION WITH PINNACLE/AT&T PRIOR TO ORDERING MATERIALS.
2. FURNISH AND INSTALL ADDITIONAL DS1 TVSS AS NEEDED. GROUND DS1 TVSS TO MGB OR GROUNDED EQUIPMENT FRAME.
3. ALL CABLES TO BE TERMINATED AT THE RBS END BY ERICSSON.



NOTE:

EF#2 IS THE LARGEST ELECTRIC FAN WITH HIGHEST AMP RATING OF 12.4 MAX. EF#1 IS OUT OF SERVICE. THUS, EXISTING 600A SWITCHBOARD HAS OVER 562A OF SPARE AMPACITY BEFORE PROPOSED INSTALLATION.

Hudson Design Engineering PLLC
79 HAMM ROAD
HUDSON, NY 12534
TEL. (978) 557-3553
FAX. (978) 334-5584

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SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

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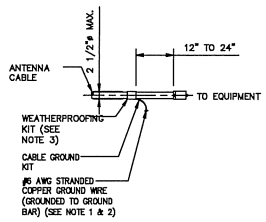
ONE-LINE DIAGRAM (NSB)

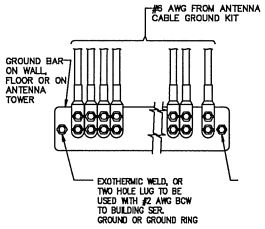
JOB NUMBER	DRAWING NUMBER	REV
15269870	E-1	5



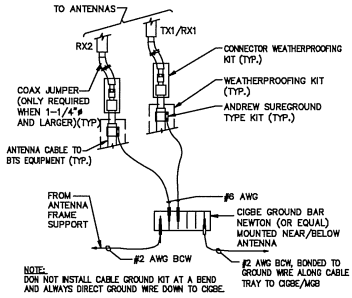
NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE SUPPLIED WITH KIT. COLD SHRINK SHALL NOT BE USED.

CONNECTION OF CABLE GROUND KIT TO ANTENNA CABLE (1 / G-1)
SCALE: N.T.S



INSTALLATION OF GROUND WIRE TO GROUND BAR (2 / G-1)
SCALE: N.T.S



NOTE:
DON NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO CIGBE.

INSTALLATION OF GROUND WIRE TO GROUNDING BAR TOWER (3 / G-1)
SCALE: N.T.S

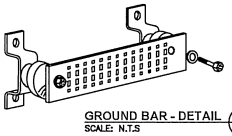
EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "P" – SURGE PRODUCERS

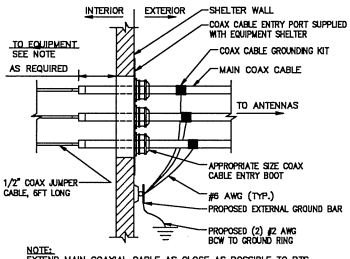
CABLE ENTRY PORTS (HATCH PLATES) (#2 AWG)
GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG)
TELCO GROUND BAR
COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2 AWG)
+24V POWER SUPPLY RETURN BAR (#2 AWG)
–48V POWER SUPPLY RETURN BAR (#2 AWG)
RECTIFIER FRAMES.

SECTION "A" – SURGE ABSORBERS

INTERIOR GROUND RING (#2 AWG)
EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2 AWG)
METALLIC COLD WATER PIPE (IF AVAILABLE) (#2 AWG)
BUILDING STEEL (IF AVAILABLE) (#2 AWG)



GROUND BAR - DETAIL (4 / G-1)
SCALE: N.T.S



NOTE:
EXTEND MAIN COAXIAL CABLE AS CLOSE AS POSSIBLE TO BTS EQUIPMENT. MAX LENGTH OF BTS JUMPER IS 6 FT.

INSTALLATION OF GROUND WIRE TO GROUND BAR (5 / G-1)
SCALE: N.T.S

Hudson Design Engineering PLLC
29 HALLAM ROAD
HUDSON, NY 12534
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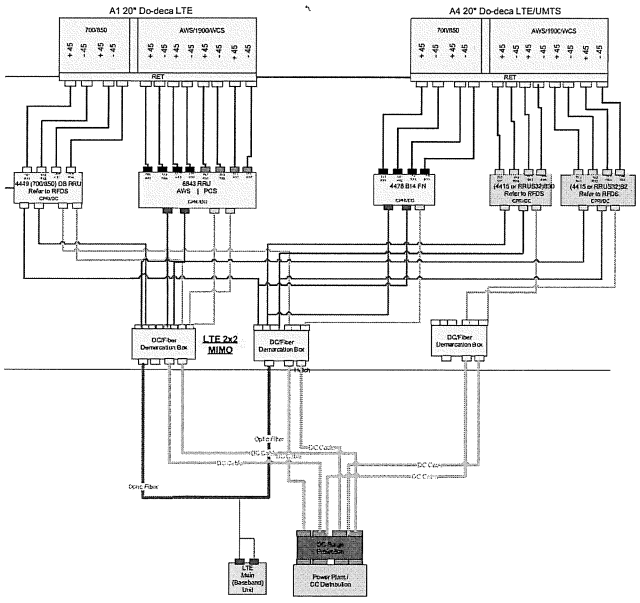
3	07/22/20	ISSUED FOR PERMITTING	CC	JC	DPH
2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

AT&T

GROUNDING DETAILS (NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	G-1	5

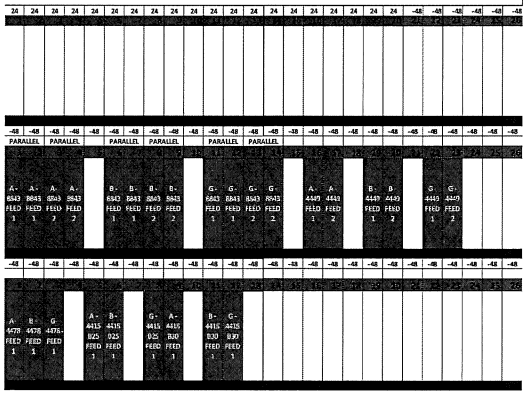


RF PLUMBING DIAGRAM (1 / RF–1)
SCALE: N.T.S

Site Name / FA Code	Oneida County Office Building 15269870
Existing Power Plant	Emerson 7100
Proposed Power Plant	NA
NOTES:	
Up Converters should be installed in accordance with the suggested layout below. Standard breakers can be installed in any bullet position no occupied by an Up Converter.	

Number of Up-Converters Needed	27
Total breaker positions needed for Upconverters per calculators	33
Distribution Panel Needed?	NO
Mounting Bars Needed (NEQ.44719) Mounting kit, eSure power extend converter, 2b-position panel, NetSure™ 7100, NetSure 710	2
QTY and type of Lug adapter plates needed: (NEQ.45871, 2 pole lug adapter plate, flat, copper) OR (NEQ.45873, 3 pole lug adapter plate, flat, copper)	(6) NEQ.45871

SUGGESTED BREAKER LAYOUT



UP CONVERTER (2 / RF–1)
SCALE: N.T.S

NOTES:

1. CONTRACTOR TO CONFIRM ALL PARTS.
2. INSTALL ALL EQUIPMENT TO MANUFACTURER'S RECOMMENDATIONS.

NOTE:

REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

Hudson Design Engineering PLLC
29 HAZAN ROAD
HUDSON, NY 12534
TEL: (978) 557-5553
FAX: (978) 333-5586

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

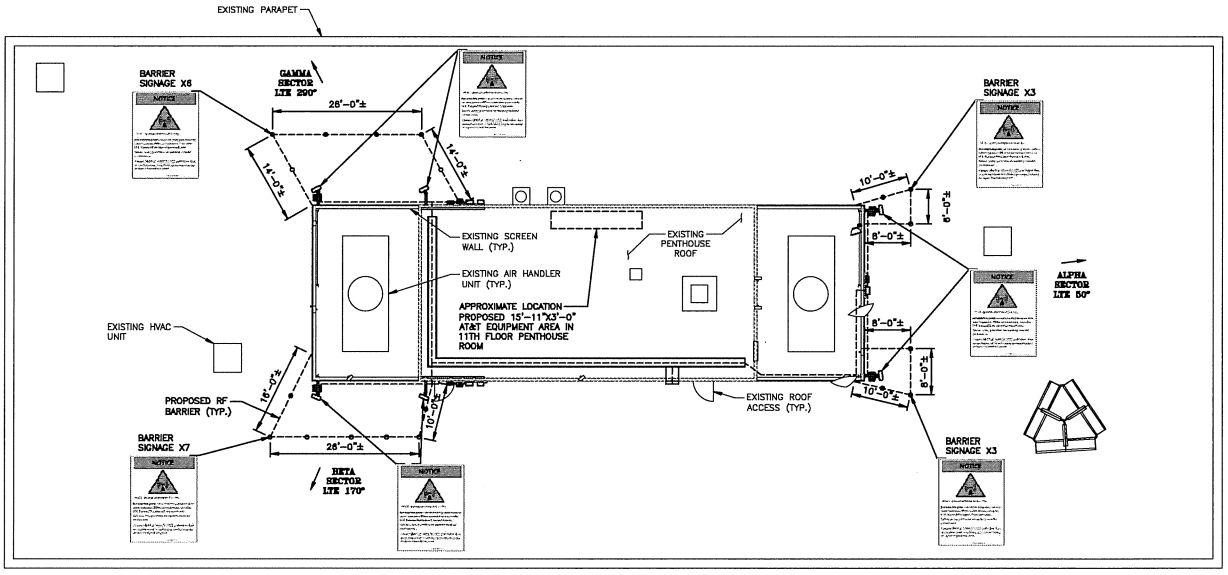
NO.	DATE	REVISIONS	BY	CHK	APP'D
6	12/11/20	ISSUED FOR PERMITTING	AR	JC	DPH
4	11/10/20	ISSUED FOR PERMITTING	CC	JC	DPH
3	07/22/20	ISSUED FOR PERMITTING	CC	JC	DPH
2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

AT&T

RF PLUMBING DIAGRAM & UP CONVERTER (NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	RF–1	5



RF BARRIER & SIGNAGE (1 / RF-2)
SCALE: N.T.S

RF BARRIER & SIGNAGE PLAN BASED ON RADIO FREQUENCY SAFETY SURVEY REPORT PREDICTION BY CENTERLINE COMMUNICATIONS DATED AUGUST 14, 2020

Hudson Design Engineering
29 HANNAH ROAD
HUDSON, NY 12534
TEL. (978) 557-3553
FAX. (978) 533-3596

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

NO.	DATE	REVISIONS	BY	CHK	APP'D
5	12/11/20	ISSUED FOR PERMITTING	AR	JC	DPH
4	11/10/20	ISSUED FOR PERMITTING	CC	JC	DPH
3	07/22/20	ISSUED FOR PERMITTING	CC	JC	DPH
2	06/24/20	ISSUED FOR REVIEW	AR	JC	DPH
1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

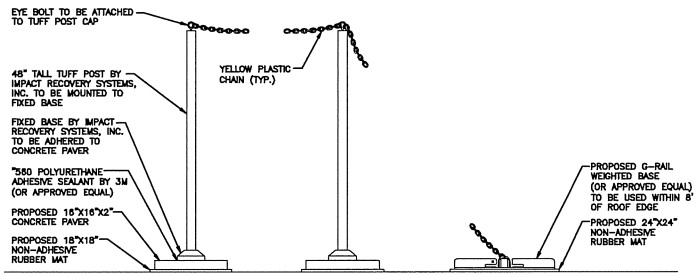
AT&T
RF SIGNAGE
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	RF-2	5

AT&T RF Signage

Sign	Description	Sign	Description
	Information 1 Sign Gives guidelines on how to proceed and who to contact regarding areas that may exceed either the FCC's General Population or Occupational emissions limits.		**Information 2 Sign** Gives specific information on how to proceed and who to contact regarding antennas that are façade mounted, concealed or on stand-alone structures.
	Blue Notice 1 Sign Used to alert individuals that they are entering an area that may exceed the FCC's General Population emissions limit. Must be positioned such that persons approaching from any angle have ample warning to avoid the marked areas.		**Blue Notice 2 Sign** Used to alert individuals that they are entering an area that may exceed the FCC's General Population emissions limits. To be used on barriers or antenna sectors as a hybrid of the Information 1 and Blue Notice 1 signs.
	Yellow Caution 1 Sign-Rooftop Used to inform individuals that they are entering an area that may exceed the FCC's Occupational emissions limit. Must be positioned such that persons approaching from any angle have ample warning to avoid the marked areas.		**Yellow Caution 2 Sign-Rooftop** Used to alert individuals that they are entering an area that may exceed the FCC's Occupational emissions limit. To be used on barriers or antenna sectors as a hybrid of the Information 1 and Yellow Caution 1 signs.
	Yellow Caution 1 Sign-Tower Used to inform individuals that they are entering an area that may exceed the FCC's Occupational emissions limits. Must be placed at the base of the tower to warn tower climbers of potential for exposure.		**Warning 2 Sign** Used to inform individuals that they are entering an area that may exceed the FCC's Occupational emissions limit by a factor of 10 or greater. Must be positioned such that persons approaching from any angle have ample warning to avoid the marked areas.

RF SIGNAGE
SCALE: N.T.S
1
RF-3



RF BARRIER DETAIL
SCALE: N.T.S
2
RF-3

Hudson Design Engineering PLLC
79 MAIN ROAD
HUDSON, NY 12534
TEL: (978) 557-1553
FAX: (978) 336-5566

CENTERLINE COMMUNICATIONS
95 RYAN DRIVE
RAYNHAM, MA 02767

SITE NUMBER: 15269870
SITE NAME: ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501
ONEIDA COUNTY

at&t
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

NO.	DATE	REVISIONS	BY	CHK	APP'D
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1	06/04/20	ISSUED FOR REVIEW	CC	JC	DPH

SCALE: AS SHOWN | DESIGNED BY: JC | DRAWN BY: CC

AT&T
RF SIGNAGE
(NSB)

JOB NUMBER	DRAWING NUMBER	REV
15269870	RF-3	5

EXHIBIT 2

LANDLORD FREQUENCY LIST

FREQUENCIES CURRENTLY IN USE

Public Safety Trunked Radio System (Law Enforcement, Fire, EMS, Emergency Management):

- VHF Band: 151-159 MHz

Fire Paging System:

- VHF Band: 154 MHz

Microwave Data Connectivity System:

- 6 GHz Band

EXHIBIT 3

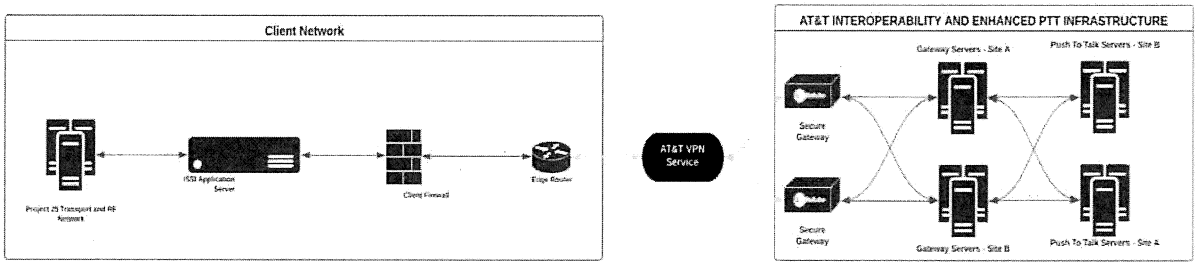
AT&T is providing single license for a Motorola Inter Sub Site Interface (ISSI 8000) that enables a connection between the Onondaga County M Core and AT&T's FirstNet Broadband Network that includes hardware, software, licensing and field implementation services for providing standards based ISSI for integration between the Onondaga Zone 1 Core and the AT&T FirstNet Broadband Network.

The ISSI 8000 subsystem includes a server, the ISSI 8000 application, and firewall. It uses an ISSI link to connect to other ISSI subsystems over a Wide Area Network (WAN), as shown in Figure 1-1. The ISSI link is an Ethernet link which requires a fixed IP address. Public safety agencies who require interconnectivity can select from a variety of last mile and WAN solutions.

Figure 1-1: The proposed network can connect Via ISSI to other networks

ISSI 8000 can be used by The Oneida County Agencies to integrate talkgroups on the Central NY Consortium system to AT&T FirstNet talkgroups extending coverage to anywhere with an AT&T LTE signal.

Figure 1-2 shows the ISSI connection between systems.



AT&T has simplified how LMR and broadband networks interconnect to create a unified communication network. This simple but effective approach enables the LMR administrator the flexibility needed to provide services and coverage based on the needs of its users and not the limitations of their networks.

Quality and assurance of AT&T's EPTT application is more than just another application that runs on a broadband LTE system. AT&T's EPTT is embedded into the network to provide LMR like call setup, priority and advanced features. In addition, broadband cellular LTE systems allow for easy expansion and augmentation of LMR systems. AT&T's LTE technology, experience and partnerships are making it simple and cost effective to integrate a P25 network and broadband services. For the first time, P25 users can integrate with newer technology without having to have an extra device or have it as back up, thus, providing a safer and more efficient operation.

EXHIBIT 4

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

_____

Landlord Signature

EXHIBIT 5

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:
SAC NAME
SAC FIRM
FIRM ADDRESS
CITY, STATE ZIP

Return to:
AT&T Mobility
2875 Union Road, Ste. 356
Cheektowaga, NY 14227
Attn: Network Real Estate

Re: Cell Site Name: _____
Fixed Asset Number: _____
State: New York
County: _____

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20___, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in the State of New York, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 20___, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

The County of Oneida

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

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Melissa Semidey Finley
Its: Area Manager, Construction & Engineering
Date: _____

Approved:

_____

Oneida County Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of NEW YORK)

) ss.:

County of ERIE)

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

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

State of NEW YORK)

) ss.:

County of ONEIDA)

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

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

W-9 FORM

[FOLLOWS ON NEXT PAGE]

EXHIBIT X

After Hours Call Down List

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
COUNTY OF ONEIDA

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
800 PARK AVE

Requester's name and address (optional)

6 City, state, and ZIP code
UTICA NY 13501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
15-6000460

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/18/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Call List for Afterhours Access to 800 Park Ave., Utica
(Attempt to contact in order of top to bottom)

Title	Desk Phone	Mobile Phone
Senior Building Maintenance Mechanic	315-798-5671	315-272-5035
Assistant Superintendent of Buildings and Grounds	315-798-5678	315-272-3079
Superintendent of Buildings and Grounds	315-793-6248	315-723-1397
Deputy Commissioner of Buildings and Grounds	315-793-6226	315-790-8159

Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Interim Commissioner of Aviation

March 22, 2021

FN 20 21 - 100

AIRPORT

WAYS & MEANS

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-25-21

Anthony J. Picente, Jr.
County Executive
800 Park Avenue
Utica, New York 13501

Re: Memorandum of Understanding with Air Force Research Laboratory Information Directorate Rome Research Site

Dear County Executive Picente:

Enclosed is a Memorandum of Understanding between the County and AFRL/RI that is the first step in establishing an ongoing relationship between AFRL/RI and Oneida County for AFRL/RI to use all of the facilities at Griffiss International Airport for UAS testing. Currently AFRL/RI does the vast majority of their UAS testing at another facility. In consideration of our UAS test site, the upcoming addition of SkyDome to the Airport, and our airfield and testing capabilities in their entirety, AFRL/RI wishes to move its testing programs to Griffiss.

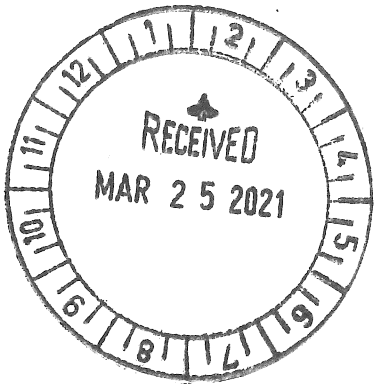
U.S. Department of Defense Instruction 4000.19 ("DODI 4000.19) establishes policies and directives by which DOD entities can establish working relationships with outside entities to support DOD efforts. Pursuant to the DOD instruction, establishing such a relationship is essentially a two-step process. The first step is to enter into a memorandum of understanding that memorializes the intent for the DOD entity, here AFRL/RI, and the outside entity, in this case the County, to create a working relationship. This is the mechanism under which AFRL/RI will be able to establish a funding stream to compensate the County for use of its facilities and support for AFRL/RI's testing efforts. Once this document is executed, the second step will be to establish a "Memorandum of Agreement" under DODI 4000.19 that will specifically allow AFRL/RI to make payment to the County for testing that AFRL/RI conducts at Griffiss and within the County's corridor.

Should the enclosed meet with our approval, please forward to the Board of Legislators for consideration at their next meeting. If approved, Amanda Cortese-Kolasz and I will take the next steps to negotiate and complete the memorandum of agreement to allow for payments to the County and bring the same forward for your review and consideration by the Board. Ms. Cortese-Kolasz and I are available to answer any questions you may have.

Sincerely,

Edward A. Arcuri
Interim Commissioner of Aviation

Enclosure



Oneida Co. Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other ___X__

ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY

Name of Proposing Organization: Department of the Air Force
Air Force Research Laboratory Information
Directorate (AFRL/RI)
525 Brooks Road
Rome, NY 13441-4505

Title of Activity or Service: Establishment of relationship

Proposed Dates of Operation: Upon execution

Client Population/Number to be Served: N/A

Summary Statement

1) **Narrative Description of Proposed Services**

MOU for establishment of relationship for use of facilities at Griffiss International Airport for testing of manned and unmanned aircraft.

2) **Program/Service Objectives and Outcomes:**

3) **Program Design and Staffing: N/A**

Total Funding Requested: $0 **Account #**

Oneida County Dept. Funding Recommendation: $0

Proposed Funding Sources (Federal $/ State $/County $):

Federal: $0 **State:** $0 **County:** $0

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Anthony J. Picente, Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
Commissioner's Office
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5733 ~ FAX: 315-798-5218

February 1, 2021

EN 20 21 - 101

HEALTH & HUMAN SERVICES
WAYS & MEANS

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

I am submitting a Purchase of Services Agreement for review and approval by the Board of Legislators. This agreement with the House of the Good Shepherd would provide Non-Secure Detention Services, three (3) reserved beds for Oneida County youth, and two (2) Non-Secure Detention Liaisons.

The House of the Good Shepherd has provided Non-Secure Detention services for the Department since 1990. This co-ed facility provides a local temporary placement for Oneida County youth. The Family Court orders placements at non-secure detention for certain youth who are awaiting further court action or youth who are already adjudicated Persons in Need of Supervision (PINS) or Juvenile Delinquents (JD).

The Non-Secure Detention Liaisons will be appear in court to help the court ensure that the least restrictive and most cost-effective interventions are provided to youth who are entering the Oneida County juvenile justice system.

The term of this agreement commences January 1, 2021 and terminates December 31, 2021. The cost for the reserved beds and the Non-Secure Detention Liaisons will not exceed $677,025.00 for the term of this Agreement. In the event the Department requires NSD beds above the three (3) reserved beds, there will be an additional fee.

Please forward this request to the Board of Legislators.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/tms
attachment

RECEIVED
MAR 31 2021

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-30-21

12902

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source X
Other

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: House of the Good Shepherd
1550 Champlin Avenue
Utica, New York 13502

Title of Activity or Services: Non-Secure Detention services and (2) Non-Secure Detention Family Court Liaisons

Proposed Dates of Operations: January 1, 2021 through December 31, 2021

Client Population/Number to be Served: Youth placed by Family Court remand, PINS warrant, JD warrant, or placed by Peace Officer

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor's Non-Secure Detention Program will operate a co-ed facility at the Contractor's Sunset Avenue location in Utica, New York. The Contractor will reserve three beds for Oneida County youth in need of Non-Secure Detention Services. The Contractor will provide two Non-Secure Detention Family Court Liaisons to be present in Family Court to ensure that youth entering the Oneida County juvenile justice system are provided the least restrictive and most cost effective intervention.

2). Program/Service Objectives and Outcomes

Local and temporary placement of youth who are placed by Family Court remand, PINS warrant, JD warrant, or are placed by a Peace Officer until or when a permanent placement is provided, determined or located. Non-Secure Detention Family Court Liaisons will assist the Court and the Department in making referrals for community-based services for youth, finding placements when necessary and ensuring that youth receive the services and supports they need.

3). Program Design and Staffing Level

A co-ed non-secure facility with 24-hour supervision and care; two Non-Secure Detention Family Court Liaisons

Total Funding Requested: $495.00 per reserved bed/per day for NSD program services and $135,000.00 per year for the provision of NSD Family Court Liaisons; Additional beds will be charged at a reduced bed rate.

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

Proposed Funding Source (Federal $ /State $ / County $): Estimated depending on utilization, total amount of service may increase if more than three beds are used.

State	49 %	$331,742.25
County	51 %	$345,282.75

Cost Per Client Served:

Past performance Served: The County has contracted with this provider for this service since 1990. The maximum cost of three reserved beds for the term of this Agreement is $542,025.00.

O.C. Department Staff Comments: The Department reduced the number of reserved beds from five to three. This reduces the total cost by $ 224,475.00.

12902

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York (hereinafter called the "County"), through the Social Services division of its Department of Family and Community Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, and the House of The Good Shepherd, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business at 100 Lomond Court, Utica, New York 13502 (hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the County has the responsibility for care and custody of certain youth who are subjects of judicial proceedings as Juvenile Delinquents (J.D.) who are remanded to Non-Secure Detention (NSD) prior to, during, and immediately after judicial proceedings in relation to such persons; and

WHEREAS, the County desires to reserve three (3) beds and accompanying services in the Contractor's NSD program; and

WHEREAS, the Contractor administers and manages the NSD program at its NSD facility located at 1550 Champlin Avenue, Sunset Ave, Utica, New York; and

WHEREAS, the New York State Office of Children and Family Services has and will certify said NSD program; and

WHEREAS, the County desires the services of Detention Diversion Liaisons to ensure that the least restrictive and the most cost effective interventions are provided to the youth entering the Oneida County Juvenile Justice System; and

WHEREAS, the Contractor has the staff, ability and expertise to provide Detention Diversion Liaisons to the County; and

WHEREAS, the County and the Contractor each desire to enter into an agreement for the provision of the NSD program and Detention Diversion Liaisons to the County on the terms and conditions set forth herein;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2021 through December 31, 2021. The option to renew this Agreement is at the sole discretion of the County, and the County will notify the Contractor prior to the end of the term of this Agreement if it wishes to renew.

II. SCOPE OF SERVICES

1. The Contractor shall operate a co-ed facility from the Contractor's 1550 Champlin Avenue location in Utica, New York. The Contractor shall reserve and provide the County with three (3) beds to be used by Oneida County youth in need of NSD services.

2. NSD, its operations, rules, and regulations, are clearly defined under Executive Law, the Family Court Act, and the New York State Office of Children and Family Services Regulations. All operations under this Agreement shall be established and implemented in accordance with all laws, rules, and regulations relating to the operations of NSD facilities.

3. The NSD services shall be available to those youth meeting the criteria for detention in a juvenile delinquency matter under Section 304.1 of the Family Court Act.

4. A youth may only be admitted to the NSD program if remanded by Family Court, is the subject of a J.D. warrant, or is placed by a Peace Officer who is authorized to take a youth who has run away from home (in the reasonable opinion of the Peace Officer), or appears to have run away from home. In the case of a youth who has run away, the Contractor shall inform a parent or other person legally responsible for such youth's care and the Family Court that it has received such a youth.

5. The Contractor shall provide each youth with the appropriate care, shelter, food, clothing, education, health care, recreation, case management services, outcome analysis, and opportunity for family involvement to the extent possible.

6. The Contractor shall schedule medical examinations for all detained youth within 72 hours of admission, and shall arrange for any necessary emergency medical care while in detention. The Contractor shall pay for a complete physical examination. All other medical costs, including pharmaceutical, psychological or psychiatric services and dental costs, shall be the responsibility of the Parent(s) and/or the County.

7. The Contractor shall provide 24-hour supervision of each youth in NSD.

8. The Contractor shall be responsible for all transportation of each youth, except as specified in paragraph 9, below.

9. The Oneida County Sheriff's Office shall transport each youth to and from the NSD facility for

attendance at court proceedings when the Sheriff's Office is available to do so. In the event that the Sheriff's Office is not available to transport the youth to and from the NSD facility for attendance at court proceedings, the County shall contact the Contractor to request its assistance. The Contractor shall make every effort to respond to this need as soon as possible.

10. The Contractor shall ensure that intake is available 24 hours per day, seven (7) days per week for the NSD program.

11. The Contractor shall provide crisis intervention, admissions, and related services.

12. In the event a youth absconds from the NSD program, the Contractor shall:

a. File a missing person report with the local authorities;
b. Notify the youth's parents and the County immediately;
c. Pack up the youth's belongings and deliver them to the youth's parent or guardian.

13. The two (2) Detention Diversion Liaisons ("Liaisons") shall perform the following:

a. Function as a liaison between Oneida County Family Court, other officers of the Court, Oneida County Departments, and local providers of juvenile justice services to ensure that youth involved in the Oneida County juvenile justice system receive the services and supports they need;
b. Meet with youth and their families at or before the Court appearance, gather relevant information, including information about pending charge(s) and the underlying issues that led to the youth's arrest;
c. Refer youth and their families to programs and services that could assist with reducing the risk of placement;
d. In the event a youth does not yet have an assigned Case Manager or Case Planner, the Liaison shall remain connected to the youth, the youth's family, and key providers during the pre-dispositional period in Family Court; and assist those youth with referrals for services or placements, including placements outside of Oneida County, when necessary, and any necessary paperwork as requested by the Court.

III. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall operate the NSD program in compliance with the applicable provisions set forth in Part 180 of the New York State Office of Children and Family Services Juvenile Detention Facilities Regulations.

2. The Contractor acknowledges that it is familiar with and has a copy of all rules and regulations of New York State pertaining to Contractor Shelters and Foster Boarding Homes, as well as the

operation of Non-Secure Family Foster Care. The Contractor shall comply with all such rules and regulations required by New York State, including all amendments and additions thereto.

3. The Contractor represents that the NSD program complies with all federal, state and local laws, rules, regulations and ordinances, including but not limited to the Labor Law, Workers' Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).

4. The Contractor shall appropriately train and supervise all NSD program staff in its employ.

5. The Contractor shall maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor shall use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State governments.

6. The Contractor shall not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the Department.

IV. REIMBURSEMENT

1. The County shall reimburse the Contractor at the following rates for NSD program services:

   a. The cost of reserving one (1) bed for one (1) day is called the "Contract County Per Diem Rate." Said rate is established by taking the actual program budget and dividing it by the total number of beds available for the year. The "Contract County Per Diem Rate" for the Agreement term of January 1, 2021 through December 31, 2021 shall be four hundred ninety-five dollars ($495.00).

   b. The County agrees to pay the Contract County Per Diem Rate of four hundred ninety-five dollars ($495.00) for a total of three (3) reserved beds for the term of this Agreement ("Reserved Beds"). The total cost for the Reserved Beds shall not exceed five hundred forty-two thousand twenty-five dollars ($542,025.00).

   c. If the County needs more than the three (3) Reserved Beds for a particular day, and said beds are available, this "Excess Utilization" shall be billed to the County at a daily rate of four hundred ninety-five dollars ($495.00) per additional bed per day for each calendar day in which the County's need exceeds the Reserved Beds. The "Excess Utilization" cost is in addition to the payment for Reserved Beds.

2. For Liaison services provided under this Agreement, the County shall reimburse the Contractor in the amount of eleven thousand two hundred fifty dollars ($11,250.00) per month not to exceed one hundred thirty-five thousand dollars ($135,000.00) for the duration of this Agreement. The Contractor will reconcile its expenses at the end of this Agreement and will reimburse the County for payments made in excess of actual expenses.

3. The County shall reimburse the Contractor for Liaison and NSD program services on a monthly basis upon submission of a County voucher with all necessary supporting documentation attached showing actual expenses.

V. SPECIAL CIRCUMSTANCES

1. In the event that another county needs to use one of the Reserved Beds, the other county shall be financially responsible for that bed and the County's bill shall be reduced to reflect such usage.

2. The County's need for the Reserved Beds shall take priority over another county's "Excess Utilization." Therefore, if the County needs a Reserved Bed that is being used by another county's youth, the Contractor shall make alternate arrangements for that youth so the County may use the Reserved Bed.

VI. PERFORMANCE OF SERVICES

1. The Contractor represents that it is duly licensed and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details, and means of performing the services, except where Federal, State or local laws and regulations impose specific requirements on performance of same.

2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable Federal, State, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

3. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without prior written authorization of the County.

VII. INDEPENDENT CONTRACTOR STATUS

1. The parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants 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 Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, and that they shall neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they shall 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.

2. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

3. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

4. The Contractor shall be solely responsible for all applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, 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).

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor 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.

   a. Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate.

      i. 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.

      ii. Oneida County, and all other parties required by Oneida 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 insureds. Coverage for these additional insureds shall include completed operations.

iii. Abuse and Molestation coverage shall be included.

b. Professional Liability coverage with limits of $1,000,000 each occurrence and $2,000,000 aggregate.

i. Coverage for review of cases and resulting professional assessment.

ii. Coverage for Abuse and Molestation.

c. Business Automobile Liability (BAL)

i. BAL coverage with limits of at least $1,000,000 each accident.

ii. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

d. Commercial Umbrella

i. Umbrella limits must be at least $5,000,000.

ii. Umbrella coverage shall include as additional insureds all entities that are additional insureds on the CGL.

iii. 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 insureds.

e. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, BAL, Umbrella Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

3. Certificates of Insurance: Prior to the start of any work, the Contractor 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 Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

4. Indemnification: The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission, or commission by the Contractor, its officers or employees with respect to this Agreement and any of the terms thereof.

VIX. TERMINATION OF AGREEMENT

This Agreement may be terminated with a thirty (30) day written notice by either party.

X. MISCELLANEOUS PROVISIONS

1. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

2. The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State funds for the purposes set forth in this Agreement.

XI. ADVICE OF COUNSEL

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

XII. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes

attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

Date: _____

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

Approved: _____
Kimberly A. Kolch, Assistant County Attorney

Date: 3/30/21

Oneida County Department of
Family and Community Services: Colleen Fahy-Box
Colleen Fahy-Box, Commissioner of Social Services

Date: 3/29/21

House of the Good Shepherd: _____ KPerkins 3/29/21
Brian McKee, Chief Executive Officer Chief Programs Officer

APPENDIX A

NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex 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) No contractor, 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 the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State 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, and

(d) 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.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (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 his 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 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 State, public department or agency 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 bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPART MENT OF COMMUNITY AND FAMILY SERVICES CONTRACTS

PERSONNEL

a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.

b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
   1. By certified or registered United States mail, return receipt requested;
   2. By facsimile transmission;
   3. By personal delivery;
   4. By expedited delivery service; or
   5. By e-mail

   Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
2. Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.

i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.

j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above. .

o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a

p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

d. All information contained in the Contractor's, or it's subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list; the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

The House of The Good Shepherd

NAME OF CONTRACTED AGENCY

BRIAN McKee, CEO

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE Chief Executive Officer DATE 3/29/21 3/29/21

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of The Home of The Good Shepherd (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: BRIAN McKee

Signature: Brian McKee Chief Executive Officer 3/29/21

Title: CEO

Date: 3/29/21

Witness: John E. Wormuth

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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

   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.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH

"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

March 4, 2021

FN 20 21 - 102

HEALTH & HUMAN SERVICES

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

Attached is a Master Contract between Oneida County through its Health Department and The Governor's Traffic Safety Committee to provide funding for child passenger safety seats as well as training for selection and installation.

Through this grant, the Oneida County Health Department receives funding for child passenger safety restraints and agrees to perform a Child Safety Seat Distribution and Education Program referenced as Schedule D in attachment A-1.

This grant period begins on October 1, 2020 and ends September 30, 2021 and is to be funded at $18,000.00.

If this contract meets with your approval, please forward to the Board of Legislators.

Sincerely,

Daniel W. Gilmore PB

Director of Health
Daniel W. Gilmore Ph.D., MPH

Attachments
CM

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-17-21

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	____X__

Name & Address of Vendor: NYS Governor's Traffic Safety Committee
6 ESP Corning Tower- Room 410B
Albany, New York 12228

Title of Activity or Service: Child Passenger Safety Program

Proposed Dates of Operation: October 1, 2020 through September 30, 2021

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services** This Grant provides funding for a Child Passenger Safety Seat Distribution and Education Program.

2) **Program/Service Objectives and Outcomes:** Educate parents and caregivers who are experiencing economic hardships about the proper ways to transport children safely using child safety seats and seat belts including appropriate selection and proper installation.

3) **Program Design and Staffing:** In accordance with the grant's work plan

Total Funding Requested: $18,000.00 **Expense Account** # 4014
Revenue Account #A3414

Oneida County Dept. Funding Recommendation: $18,000.00

Proposed Funding Sources (Federal $/ State $/County $): 100 % State Funded

Cost Per Client Served: N/A
Past Performance Data: N/A
O.C. Department Staff Comments: None
Mandated: No

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228	BUSINESS UNIT/DEPT. ID: DMV01/3700393 CONTRACT NUMBER: T006665 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF	TRANSACTION TYPE: ☑ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Child Passenger Safety Program - CPS
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable): 075814186	AGENCY IDENTIFIER: CPS-2021-Oneida Co Health-00208-(033) CFDA NUMBER (Federally Funded Grants Only): 20.616
CONTRACTOR PRIMARY MAILING ADDRESS: 800 PARK AVE UTICA, NY 13501 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address 800 PARK AVE UTICA, NY 13501 CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address 185 GENESEE ST UTICA, NY 13501	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality, Code: 300100000 000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT:
From: 10/01/2020 To: 09/30/2021	*(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal* - enter current period amount):
CURRENT CONTRACT PERIOD:	CURRENT: $18,000
From: 10/01/2020 To: 09/30/2021	AMENDED:
AMENDED TERM:	FUNDING SOURCE(S)
From: To:	☐ State ☑ Federal ☐ Other
AMENDED PERIOD:	
From: To:	

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

☑ Attachment A:
- ☑ A-1 Program Specific Terms and Conditions
- ☑ A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting Schedule

☐ Other:

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions

2. Modifications to the Face Page

3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D

4. The Face Page

5. Attachment A-2[2], Attachment B, Attachment C and Attachment D

6. Modification to Attachment A-1

7. Attachment A-1

8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 his or her knowledge and belief 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 State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

[3] As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

To the extent that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. ***General Renewal:*** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. ***Renewal Notice to Not-for-Profit Contractors:***

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds:*

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination:*

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service [illegible]dered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 State 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 tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash

disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation***:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds***: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such

manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master 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 the Master 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 the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. 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 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, 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

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Each client is required to complete and sign an application for services, applicant distribution agreement and waiver of liability form for each car seat distributed. (The GTSC will provide sample copies of these forms upon request.)

Clients must have his or her child present or be in the third trimester of pregnancy.

Contractor must give car seats away free of charge to verified, low-income families who are in need of a car seat(s). Contractor will not be permitted to request or receive donations for car seats.

The contractor is required to have an in classroom educational component which should make an appointment with the hands-on training at least **60 to 90 minutes**. It is recommended that the contractor's in classroom education provide some Child Passenger Safety curriculum either in Power Point Presentation, lecture or in video format, such as "Don't Risk Your Child's Life VII" or "Simple Steps to Child Passenger Safety". The contractor must verify that all education provided is current and accurate.

A certified CPS Technician will also educate each parent/caregiver on the specific car seat's proper installation, use and maintenance based on the manufacturer's instructions.

At the end of the appointment the parent/caregiver shall confirm their knowledge of their new car seat by demonstrating its proper use and installation in their vehicle. The parent/caregiver must correctly complete the final installation **before** leaving the training.

Technicians must complete a car seat check form for each car seat.

Complete and mail the car seat warranty card to the manufacturer.

Contractor must keep all records on file for a minimum of three years from when the car seat is distributed.

Contractor must store all of the grant funded car seats in a secure, locked area and keep a record of seats distributed and the current inventory.

Reporting is required twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

- When food is being purchased for car seat check events with grant funds please remember the following guidelines:

    - Refreshments are only allowable for technicians/instructors and greeters (not for the general public).

    - All car seat check events that are scheduled during the morning, noon time or evening time meal hours can purchase food and beverages for the technicians at the limit of $10.00 per technician.

    - The purchase of alcohol is not allowable under any circumstances.

    - When a car seat check event is scheduled for the morning or afternoon, which does not take place during the meal time hours, beverages can be purchased for the technicians with the pre-approval of the CPS Coordinator.

Schedule D – Car Seat Education & Distribution Program

Please note that a Schedule D program is completely separate from Schedule A program due to the in-classroom instruction that is required before the hands-on car seat training. The Schedule D – education and distribution program cannot distribute seats at a fitting station without the mandatory in-classroom training being completed. If an agency provides the in-classroom training at a separate time and or location from the hands-on training, some form of documentation must be issued to the parent/caregiver to provide at the fitting station. Copies of this documentation must be kept by the contractor with the copy of the car seat check form.

Contractor must have a certified Child Passenger Safety Technician on staff to conduct this program.

Contractor is required to verify that the family is a recipient of federal or state public assistance to qualify for the program.

The Education & Distribution Program allows the distribution of car seats to those individuals who are truly in need of a car seat and meet low income verification requirements. To meet these requirements, the contractor will need to determine income eligibility of all Schedule D clientele. We define low-income families as those who qualify under the New York State WIC Income Eligibility Guidelines or who qualify under a federal or state public assistance program. If a client has a valid card from a social service provider (WIC, Public Assistance, Child Care Council, Food Stamps) who has verified their income status, then the contractor can accept that card as proof of qualification.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

All child restraints purchased with grant funding must be stored in a secure and locked area. The contractor is responsible for keeping a record of current inventory.

Contractor is to implement the following procedures at their Car Seat Check Events:

- Refreshments are only allowable for technicians/instructors and greeters (not for the general public).

- If inquiries are made by the public the parent or caregiver must be informed that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the Car Seat Check Event.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

1. Inspect the seat.

2. Show and tell of the deficiencies and why the seat needs to be replaced.

3. Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and offer to assist them with learning how to use and install their new seat.

4. If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use your discretion and provide them with a replacement seat. The seat would be provided from your Schedule C car seat inventory.

If refreshments for car seat check events are **approved in the budget**, the following guidelines must be followed:

- It is strongly encouraged for all car seat check events hosted by local businesses that the event coordinator ask the local business if they would be willing to provide the am beverage (if applicable) and food with beverage for the lunch or dinner hour for the technicians.

- If the local business is not able to purchase a morning beverage and food with beverage for the lunch or dinner hour, the grantee may use their grant funds to cover the expense if it is in their approved budget. If a grantee would like to add this line item to their Child Passenger Safety Grant – please contact your Highway Safety Program Representative for assistance with a program modification.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Contractor is expected to post their events on the Car Seat Check Events Calendar on the GTSC web site by emailing a completed CPS Event Web Posting Form to the CPS Program Coordinator 4 weeks before the event, or by filling out a web posting form directly with DMV web services via the following link: http://nysdmv.gtsc-cps-event-submission.sgizmo.com/s3.

Contractor must have media involvement in promoting event(s) and the event(s) must be well publicized. (Examples include social media posts, newspapers, magazines, radio, public access television, local news, prime time television, etc.). Do not advertise that car seats will be given away or are "FREE." A copy of the promotional event message must be attached to the progress report. **The GTSC cannot pay for advertising,** but we encourage grantees to partner with local media outlets.

Contractor must acknowledge the Governor's Traffic Safety Committee as one of the sponsors of the event in any promotional materials.

Contractor must have certified Child Passenger Safety Technicians or Instructors to conduct the car seat inspections and installations.

A certified Child Passenger Safety Technician must complete a car seat check form for each car seat inspected. They must also provide education on the proper use, maintenance and installation of the child restraint based upon the manufacturer's instructions.

A current recall list must be used to verify the seat has not been identified with a defect.

At the end of the inspection and education, the parent/caregiver shall confirm their knowledge and capabilities of car seat usage and proper installation by performing the final installation of the car seat in their vehicle before leaving the event.

Contractor must submit a progress report twice annually in eGrants: the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through the eGrants system. If the car seat check event is being conducted with multiple agencies that have separate contracts (grants) with the New York State Governor's Traffic Safety Committee, each agency is required to report this through eGrants noting if they were the host agency or a participating agency. The host agency should be the only one reporting the data from the multiagency check event.

2. Show and tell of the deficiencies and why the seat needs to be replaced.

3. Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and offer to assist them with learning how to use and install their new seat correctly.

4. If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use your discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

Schedule B – Child Passenger Safety Awareness Trainings

Effective child passenger safety training is very important in terms of providing technical information to raise awareness of the importance of proper occupant restraint usage.

When Child Passenger Safety Awareness Trainings are conducted for parents and caregivers, the educator will instruct the parent or caregiver about selecting the right seat, deciding which direction it should be in the vehicle, where it should be located in the vehicle, how to install the seat and the proper use of the harnesses. To confirm the knowledge and awareness of a parent/caregiver, the parent/caregiver is required to actually practice car seat installations before leaving the training.

Seats purchased with GTSC funding will **not** be permitted to be distributed with the Schedule B – Awareness Trainings.

Contractor must use only certified technician(s) to conduct the Child Passenger Safety Awareness trainings.

Contractor must submit a progress report twice annually in eGrants: the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities.

Schedule C – Car Seat Check Events

A car seat check event must be a **separate** event from a fitting station and must not be limited to appointments (unless approved by the NYS GTSC CPS Statewide Coordinator). Examples of events are those held at a shopping mall or auto dealership; held in conjunction with a community event such as a fall festival or open house.

Contractor must conduct or participate in a car seat check event during National Child Passenger Safety Week.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Contractor must set a regular schedule of operation for the fitting station with consistent hours and dates of operation. This may be daily, weekly or monthly but should be consistent so that the public can rely on a regular schedule of availability.

Seat inspections can be done by appointment or by drive up, depending on staffing capabilities. Mobile fitting stations must operate on a scheduled basis at designated locations. Each mobile fitting station must operate a minimum of once every three months.

Contractor should post their fitting station information on the GTSC website by emailing the CPS Program Coordinator their agency name, fitting station location, hours of operation, contact person and contact information.

Certified Child Passenger Safety Technicians must complete a car seat check form for each car seat inspected and provide education on the proper use, maintenance and installation of the child restraint based upon the manufacturer's instructions.

A current recall list must be used to verify the seat has not been identified with a defect.

At the end of the appointment the parent/caregiver shall confirm their knowledge and capabilities of car seat usage and proper installation by performing the final installation of the car seat in their vehicle before leaving the fitting station appointment.

All car seats purchased with grant funding must be stored in a secure and locked area. The contractor is responsible for keeping a record of current inventory.

Contractor is to implement the following procedures at their fitting station(s):

- When setting up fitting station appointments the parent or caregiver must be informed that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

1. Inspect the seat.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

The Contractor must check the Attachment C (Work Plan Summary) section of this contract to see which schedule (s) was approved in their grant. Contractor is responsible for ensuring that all conditions listed below that relates to the schedule (s) approved in the Attachment C (Work Plan Summary) section of this contract are adhered to.

Items listed in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Schedule A - Permanent Fitting Stations

This schedule is not to be used for car seat check events.

Contractor must provide oversight of the technicians and supplies needed to run the station (s).

Contractor must have certified Child Passenger Safety (CPS) Technicians and/or Instructors with current certification status to staff the fitting station. If the fitting station is a special needs fitting station, the assigned technicians must also be certified by Riley Children's Hospital.

Grant funding will not pay for salaries and overtime; the contractor must allow its staff to operate the fitting station as part of their job duties. This is a community service and there will be no cost to the parent or caregiver for this service.

Contractor should have some type of liability insurance covering the fitting station activities. This may be through the lead agency such as a fire or police department.

Contractor must have a contact person that handles the administrative needs of the fitting station. This person is responsible for receiving phone calls from parents/caregivers, scheduling appointments for inspections, coordinating day-to-day activities, submitting all reports and records and making sure checklist forms are completed. This person does not have to be a Technician but should be someone committed to the program and have some basic Child Passenger Safety knowledge.

Reporting is required twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

ADMISSIBILITY OF REPRODUCTION OF CONTRACT - Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Notices to the Contractor shall be addressed to:

Megan Graziano
Public Education Coordinator
Oneida County Health Dept
185 Genesee Street
Utica, NY 13501-2110

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee
Attn: Program Manager
6 Empire State Plaza, Room 410B
Albany, NY 12228

CHILD PASSENGER SAFETY GRANT PROGRAM CONDITIONS:

Funds cannot be expended unless at least one technician listed on the grant retains current certification status from SAFE KIDS Worldwide.

The following four schedules are part of the Child Passenger Safety grant program:

Schedule A – Permanent Fitting Stations

Schedule B – Child Passenger Safety Awareness Trainings

Schedule C – Car Seat Check Events

Schedule D – Car Seat Education & Distribution Programs

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant.

REPORTING - The Attachment D (Payment and Reporting Schedule) section of this contract outlines the reporting requirements for the Child Passenger Safety grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the grant year or within 3 years after the end of the grant. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one-year period.

Executive Order No. 177, Prohibiting State Contracts that Support Discrimination – The following applies to all contracts, and contract renewals, entered into on or after June 1, 2018 by GTSC for goods, services, technology, or construction, directly or indirectly.

New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, GTSC will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.

Contractor must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.

Failure to conform to this requirement may, in GTSC's discretion, be treated as a material breach of contract for which GTSC shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or GTSC.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

BUDGET - Any changes in the approved budget must be submitted through the eGrants system and approved by the GTSC **before** the cost is incurred. A budget modification cannot increase the dollar amount of the grant award.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget, then submit a request for reimbursement to the GTSC. Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed **with** supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system **and** the documentation mailed (postmarked) to the GTSC by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, **and** the signed and dated Claim for Payment form **with** supporting documentation must be mailed (postmarked) to the GTSC by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract. Items must be received by July 31.

Equipment that costs $5,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY – Policies and procedures of the following federal regulations may be applicable:

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "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 sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental 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 application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

ATTACHMENT B-1
EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Child Passenger Safety Program - CPS

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2020
To: 09/30/2021

CHILD SAFETY SEATS for Schedule A – Permanent Fitting Stations, **Schedule C** – Car Seat Check Events and **Schedule D** - Car Seat Education & Distribution Programs ONLY: Rear-facing infant seats, Convertible seats with 5-point harness, Combination seats with 5-point harness, Booster seats - no back, Booster seats - high back. Special needs restraints may ***only*** be purchased by agencies with an approved Special Needs Fitting Station.

Total cost of car seats: $16,500.00

OTHER RELATED EXPENSES: These are items needed to properly install a child restraint and/or run your program. All items charged to the grant must be listed under the "Other Than Car Seat Expenses" ON YOUR APPROVED GRANT BUDGET or be subject to non-reimbursement.

All purchases with grant funds are subject to prior approval by the GTSC before your reimbursement claims are paid. You must receive prior approval from the GTSC before making any purchases not listed on your budget summary.

For food to be eligible for reimbursement, "**Schedule C** – Car Seat Check Events" must be approved in the "Attachment C – Work Plan" section of the contract, there must be a checkmark in the box ☑ on the "Refreshments for Car Seat Check Events" budget line **and** the following guidelines must be followed.

In relation to federal funds being used for food at child passenger safety car seat check events, the following guidelines will be enforced.

- It is strongly encouraged for all car seat check events hosted by local businesses that the event coordinator asks the local business if they would be willing to provide the am beverage (if applicable) and food with beverage for the lunch or dinner hour for the technicians.
- If the local business is not able to purchase a morning beverage and food with beverage for the lunch or dinner hour, the grantee may use their grant funds to cover the expense if it is in their approved budget. If a grantee would like to add this line item to their Child Passenger Safety Grant – please contact your Highway Safety Program Representative for assistance with a program modification.
- When food is being purchased for car seat check events with grant funds please remember the following guidelines:
    - Refreshments are only allowable for technicians/instructors and greeters (not for the general public).
    - All car seat check events that are scheduled during the morning, noon time or evening time meal hours can purchase food and beverages for the technicians at the limit of $10.00 per technician.
    - The purchase of alcohol is not allowable under any circumstance.
    - When a car seat check event is scheduled for the morning or afternoon, which does not take place during the mealtime hours, beverages can be purchased for the technicians with the pre-approval of the CPS Coordinator.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

End of Attachment A-2 - Federally Funded Grants and Requirements Mandated by Federal Laws

ATTACHMENT C
WORK PLAN
SUMMARY

PROJECT NAME: Child Passenger Safety Program - CPS

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2020
To: 09/30/2021

SEE ATTACHED WORK PLAN

Important Information:

Conditions related to the Child Passenger Safety grant program Schedules A, B, C and D are provided in the Attachment A-1 (Program Specific Terms and Conditions) section of this contract. Contractor must adhere to the conditions listed in Attachment A-1 for the schedule(s) (A, B, C and/or D) approved in this Attachment C (Work Plan Summary).

Items mentioned in Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract. Items must be received by July 31.

ONLY THE ITEMS WITH A CHECKMARK IN THE BOX ☑ ARE ELIGIBLE FOR REIMBURSEMENT.

☑	COMMON CPS ITEMS TO PURCHASE IN REASONABLE QUANTITIES AND AT REASONABLE MARKET PRICES THE TOTAL AMOUNT FOR REIMBURSEMENT OF THESE ITEMS IS NOT TO EXCEED **$300.00** WITHOUT JUSTIFICATION AND PRIOR WRITTEN APPROVAL FROM GTSC. Please check the box to indicate you are aware of what items are acceptable for purchase in your grant for FY 2021. No justification is needed to purchase these items at reasonable quantities/prices. Please Note: If you have any questions on what the GTSC deems reasonable, be sure to contact your Highway Safety Program Representative in advance of a purchase. Purchases should be made at the beginning of the grant cycle based upon need for planned CPS events.

Antibacterial Hand Soap	Duct Tape
Belt-shortening Clips	Pens/Pencils/Chalk
Tape Measure(s)	Grip Liner
Scale(s) (less than $50 each)	Clipboards
Locking Clips	Pool Noodles
Shipping for other than car seats	Liability Insurance for Check Events
Rubber Gloves	First Aid Kit/Replacement First Aid Supplies
Hand Sanitizing Wipes/Disinfectant Wipes	Scissors
Storage Boxes/Totes (Large Plastic Storage Box with Lid not to exceed $20.00 each)	

CPS ITEMS TO PURCHASE WITH JUSTIFICATION FOR REASONABLE QUANTITIES
****JUSTIFICATION AND PRIOR APPROVAL REQUIRED****

Please Note: If you have any questions on what the GTSC deems reasonable, please contact your Highway Safety Program Representative.

	ITEM		Quantity	Justification
☑	100% certification fees for new technicians and new instructor candidates		3	Need to replace 3 technicians
☐	100% of re-certification fees for current technicians and instructors			
☐	Latch Manual(s)			
☐	Refreshments for Car Seat Check Events **Please Note:** Pre-approval is not required as long as the guidelines regarding refreshments above are followed.			
☐	Pop Up Tent (Not to exceed $150.00 per tent without justification)			
☐	Mileage to Awareness Training			
☐	Safe Ride News Subscription (Please indicate number of individual or small office subscriptions)			
☐	Safety Belt Safe Subscription (Please indicate number of limited access or subscription memberships)			
☐	Shipping for Car Seats			
☐	Mileage to Car Seat Check Events			
☐	Approved CPS Videos/Curriculum/Education Materials (Must receive pre-approval from your Highway Safety Representative prior to purchase)			
☑	Fitting Station or Car Seat Check Event Sign and Stand		2	Need signs to show where the event is taking place
☐	CPS Trailer **Please Note:** Special trailer guidelines apply. Total cost of trailer must not exceed $4,500.			
☐	Replacement Parts for Special Needs Car Seats (Must have an approved special needs fitting station)			
☑	Other	TV/DVD player	1	To replace TV/DVD to show/display training video
☐	Other			

Total cost other related expenses: $1,500.00

TOTAL GRANT AWARD $18,000.00

Describe the diverse populations in the community you serve:

Oneida County is home to many ethnic groups and a large refugee population, mainly in the urban area, but populations in rural and suburban areas are growing as well. 8% of Oneida County is foreign born. Many residents are also under-served due to lack of education, poverty, housing. The median household income in 2017 was $51,316. 16.1% of families live in poverty in Oneida County. The population of people ages 0-4 is 5.7%, and under 18 years old is 21.3%. According to Oneida County Traffic Safety Ticket Data (2016), there were 312 tickets issued for non-restrained children. Injuries, including motor vehicle accidents, are the leading cause of death for people ages 1-44, nationally. The Community Preventive Services Task Force recommends car seat laws and car seat distribution programs as a way to increase restraint use decrease injury. This distribution program can play a vital role in decreasing injury in Oneida County.

In addition to hands-on installation instruction, how does your agency conduct the required in-classroom training portion of the Schedule D - Low Income Program.

☑ Video

Please enter the name of video or videos used:

Applicants fill out an application with demographic information, the waiver of liability, and then initial education received. "Don't Risk Your Child's Life (9th Edition) is shown. The technician demonstrates how to change the webbing and buckle strap on the seat to fit properly. The applicant is encouraged to refer to the car seat owner's manual as needed. The applicant is offered the choice of latch or shoulder lap belt installation.

☑ Other

Please explain the educational component:

Questions answered by car seat technicians as needed on an individual basis.

End of Schedule D - Car Seat Education & Distribution Program

SCHEDULE D - CAR SEAT EDUCATION & DISTRIBUTION PROGRAM

The Education & Distribution Program is designed to educate parents and caregivers with economic hardships about the proper ways to transport children safely using car seats and seat belts. The focus of a car seat education and distribution program is to provide education on the appropriate child restraint selection and proper installation to people in need.

Please note that a Schedule D program is completely separate from Schedule A program due to the in-classroom instruction that is required before the hands-on car seat training. The Schedule D – education and distribution program cannot distribute seats at a fitting station without the mandatory in-classroom training being completed. If an agency provides the in-classroom training at a separate time and or location from the hands-on training, some form of documentation must be issued to the parent/caregiver to provide at the fitting station. Copies of this documentation must be kept by the agency with the copy of the car seat check form.

If you have an existing program, how many car seats were distributed in the past six months? 36
If you did not previously have a distribution program, enter N/A.

Where are the car seats stored? 120 Airline St Oriskany, NY 13424

What criteria does your agency use to determine income eligibility for a free car seat?

Applicant has to show proof of Federal or State public assistance, including Temporary Assistance, CPS, WIC, Medicaid, Food Stamps, and/or low income pay stub less than 223% Federal Poverty Level (FPL), and demonstrate appropriate need for a seat through communication with the Department of Social Services or referral from another need based program.

What are your agency's guidelines for distributing a car seat?

To get a car seat through the program, the applicant must have a vehicle present to receive the car safety seat, meet income eligibility requirements, receive education on child passenger safety, and demonstrate how to properly install the seat. The applicant must also complete the manufacturer's warranty card for the child safety seat, and sign an agreement form and waiver of liability form. The child must be present, or the mother must be expecting a baby within 3 months. The following are situations where a seat to drop off/pick up the child at daycare; parents who need a car seat to get a child out of foster care and permanently at home with them. Car seat distribution days will be conducted during the year, by appointment with the same eligibility requirements.

How does your agency promote this program to the public?

☑ Print Media	☐ Social Services	☑ Health Department
☑ Word of Mouth	☐ Hospitals	☐ Day Care Providers
☐ Police Agencies	☑ Social Media	☐ Other

Area Served:	⊙ Urban	⊙ Suburban	⊙ Rural
Diverse Population Served:	⊙ Yes	○ No	

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period _____ Amount _____ Due Date _____
   Period _____ Amount _____ Due Date _____
   Period _____ Amount _____ Due Date _____
   Period _____ Amount _____ Due Date _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule *(select applicable frequency)*

☑ Quarterly Reimbursement

Due Date 1/30/2021, 04/30/2021, 07/30/2021 and 10/30/2021

☐ Monthly Reimbursement

Due Date _____

☐ Biannual Reimbursement

Due Date _____

☐ Fee for Service Reimbursement

Due Date _____

☐ Rate Based Reimbursement

Due Date _____

☐ Fifth Quarter Reimbursement

Due Date _____

☐ Milestone/Performance Reimbursement

Due Date/Frequency _____

☐ Scheduled Reimbursement

Due Date/Frequency _____

☐ Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☑ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)[1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

   The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

   Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	10/01/2020 - 03/31/2021	04/15/2021
2	04/01/2021 - 09/30/2021	10/15/2021

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Claims for Reimbursement:

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget, then submit a request for reimbursement to the GTSC. Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed **with** supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system and the documentation mailed (postmarked) to the GTSC by the due dates listed in this Attachment D (Payment and Reporting Schedule).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form **with** supporting documentation must be mailed (postmarked) to the GTSC by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov.

Reports:

This Attachment D (Payment and Reporting Schedule) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov.

End of Attachment D - Payment and Reporting Schedule

NEW PROCESS FOR FFY 2021 CONTRACTS

CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.

2. Once the attached Signature page is signed by an authorized representative **(see below) and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.

3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.

4. The Signature page with the original "wet" signatures must be mailed to:

   New York State Governor's Traffic Safety Committee
   Attn: Contract Coordinator
   6 Empire State Plaza, Room 410
   Albany, NY 12228

5. When the completed Signature with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.

6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
ONEIDA COUNTY OF	New York State Governor's Traffic Safety Committee
By: _____	By: _____
_____ Printed Name	Mary Arthur Printed Name
Title: _____	Title: Program Manager
Date: _____	Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, ____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_____	_____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH
120 Airline Street, Suite 200
Oriskany, NY 13424
Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE THOMPSON
Commissioner

March 8, 2021

FN 20 21 - 103

HEALTH & HUMAN SERVICES

WAYS & MEANS

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear Mr. Picente:

I am forwarding a copy of the 2021 Purchase of Service Agreement between the Oneida County Department of Mental Health and Center for Family Life and Recovery, Inc. for your review and signature. If this Agreement meets with your approval, please forward it to the Board of Legislators for further consideration.

The Agreement begins on January 1, 2021 and ends on December 31, 2021. The services in this Agreement are part of a comprehensive and integrated system of community health services which are mandated by Article 41 of Mental Hygiene Law of the State of New York. The total funding amount for this period will be $458,160.00 which is 84.8% funded by New York State (OMH - 30.1%; OASAS – 54.7%).

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Ashlee Thompson
Commissioner

AT/md
Encs.

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-8-21

Oneida Co. Department: Mental Health

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	___X__

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Center for Family Life and Recovery, Inc.
502 Court Street, Suite 401
Utica, NY 13501

Title of Activity or Service: Alcohol Prevention & Education
Mentally Ill Chemical Abuse (MICA) Network
Self Help
Advocacy

Proposed Dates of Operation: January 1, 2021 through December 31, 2021

Client Population/Number to be Served: Adults with a serious and persistent mental illness; and individuals who are alcohol dependent and require a structured living environment.

Summary Statements

1) Narrative Description of Proposed Services

a. **Oneida County Prevention Council**: The program, Second Step, provides training on prevention of risky behavior at schools, public venues and summer programs in Oneida County.
b. **Mentally Ill Chemical Abuse Network (MICA)**: The program provides substance abuse prevention training/education in the community.
c. **Sexual Offender Treatment Program (SOTP)**: The program provides individual/group/family counseling based on the needs of the participants.
d. **Suicide Prevention Program**: Advocacy for individuals who suffer from mental illness and substance abuse. Services include mentors, providing suicide prevention training, and public education.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives and to prevent recidivism of sex offenders.

3) Program Design and Staffing

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested: $456,722.00 **Account #** A4310.49521

Oneida County Dept. Funding Recommendation: $456,722.00

Proposed Funding Sources (Federal $/ State $/County $): State OMH: (30.1%) State OASAS: (54.7%) County (15.2%)

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

Mandated Services: Yes

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Center for Family Life and Recovery, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 502 Court Street, Suite 401, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2021 through December 31, 2021 or until terminated according to the termination requirements contained within this Agreement.

2. Scope of Services. The Provider Agency shall:
   a. Provide and facilitate training services for the professional workforce which will allow them to respond effectively to the needs of individuals with behavioral health care needs;
   b. Provide evidence-based Sex Offender Treatment including assessments and individual and specialized group therapy. This treatment shall be consistent with the Practice Standards and Guidelines of the Association for the Treatment of Sexual Abusers (ATSA);
   c. Provide advocacy services, which shall include but not be limited to suicide prevention programs through the New York State Office of Mental Health Suicide Prevention Office. All programs shall service adults and children and shall provide advocacy, education, and training to the community.
   d. Operate the Family Support Navigator (FSN), which shall assist families struggling with addiction issues to navigate barriers and to connect with appropriate services. The FSN shall serve Oneida County and adjoining counties, and shall be available evenings and weekends, in addition to regular daytime hours.

e. Provide an array of Substance Abuse Prevention services which meet the "New York State Office of Alcoholism and Substance Abuse Services (OASAS) 2014 Prevention Guidelines" (OASAS Guidelines) and any subsequent revisions. These services will include evidence-based programming, public education, public speaking engagements, community coalition building, and technical assistance to a variety of local school districts. Delivery of such prevention services throughout Oneida County, both directly and indirectly, shall meet the needs of students, families, and the community at large in a multi-tiered level of support to promote positive physical health, positive mental health, and educational, social and emotional well-being for all youth. These Substance Abuse Prevention Services shall include the following:

i. Evidence-based educational programs within Oneida County school districts to include: environmental prevention strategies, positive alternatives, early intervention, community capacity building through community wide community awareness efforts, and community based collaborations with County departments and/or community organizations.

ii. Establishment of a supervisory and staffing plan for the proposed services that complies with the requirements in the OASAS Guidelines and any subsequent revisions.

iii. Offering a comprehensive range of substance abuse prevention services, based on a needs assessment, which will prioritize school-based services for students and parents in Oneida County schools. Services in this category may cover the following topics: mental/behavioral health needs, primary care, care management, in-patient/out-patient services, health insurance, housing, food, and employment.

iv. Providing value-based outcomes for school districts to see positive outcomes and be able to create the systems, assessments, data analysis, tiered-level of support, and full wraparound services with the collaboration of community-based agencies.

v. Identifying local risk and protective factors that help prevention providers better understand what they can do to promote supportive communities and healthy development for children, adolescents and young adults. This comprehensive planning to address the risk and protective factors will lead to the accomplishment of the following goals:

A. To reduce the prevalence of substance abuse and problem gambling in the New York State population.

B. To delay the initiation of substance abuse and gambling behaviors among youth as long as possible.

C. To decrease the negative health, social, educational and economic consequences and costs associated with substance abuse and problem gambling.

D. To prevent the escalation of substance use and gambling behaviors to levels requiring treatment through early identification, brief intervention and referral.

3. For the Services provided, the County will reimburse the Provider Agency a maximum of Four Hundred Fifty-eight Thousand One Hundred Sixty Dollars and no cents ($458,160.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and

any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

a. The total amount stated above may be changed by New York State from time to time as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the Oneida County Board of Legislators.

4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency'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 benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department 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. Provider Agency 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 services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency 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 Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its 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). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

f. The Provider Agency shall 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.

g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency 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.

h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.

8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursements by the County or the State or for changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
   a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
   b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
   c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
   d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
   e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
   f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
   g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
   h. OMH CBRs for the current year are required to be received by the County by October 15th.
   i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
   j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
   a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
   b. Accounting System & Financial Capability Questionnaire (where applicable).
   c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
   d. Annual Audit and Financial Reports.
   e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of $300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management

Budget (OMB) Circular A-133, OMB Circular A-110, the OMB CircularA-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.

12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of $1,000,000 per occurrence coverage and $2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of $1,000,000 per occurrence coverage and $2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of $5,000,000 per occurrence coverage and $5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of $1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial

general liability, professional liability, commercial automobile liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
    a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
    b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
    c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
    a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
    b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
        i. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
            (1) The Provider Agency shall only access confidential information for which there is a need to know; and
            (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
            (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.

ii. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.

iii. The Provider Agency shall report activities by any individual or entity that is suspected of compromising or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency shall safeguard the confidentiality of all confidential information.

vi. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it will safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of New York State Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:

> "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

18. The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

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

By: _____ 3/30/2021
Ashlee Thompson Date
Commissioner, Department of Mental Health

CENTER FOR FAMILY LIFE AND RECOVERY, INC.

By: _____ 3/25/21
Trevor Wiggins Date
President, Board of Directors

By: _____ 3/24/21
Cassandra Sheets Date
Chief Executive Officer

Approved

By: _____
Ellen S. Rayhill, Esq.
Assistant County Attorney

CFLR, INC.		TOTAL ONE YEAR BUDGET:	$458,160.00
APPENDIX A			
YEAR	**2021**		
OMH:	$ 103,593.00		
OASAS:	$ 304,567.00		
OPWDD:	$ -		
COUNTY:	$ 50,000.00		
ANNUAL TOTAL:	$ 458,160.00		
MAXIMUM TOTAL MONTHLY VOUCHERS: **For 12 month period**	*$ 38,180.00*		
OMH Monthly Voucher	*$ 8,632.75*		
OASAS Monthly Voucher	*$ 25,380.58*		
OPWDD Monthly Voucher	*$ -*		
County Monthly Voucher	*$ 4,166.67*		
AMENDMENT			
	$ -		
	$ -		
	$ -		
ADJUSTED TOTAL:	$ 458,160.00		

APPENDIX B --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 statue 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).

502 Court St. St 401
Utica NY 13502

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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

   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.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente, Jr
Oneida County Executive

Joseph M. Johnson
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

FN 20 21 - 104

February 25, 2021

GOVERNMENT OPERATIONS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Re: Townsquare Media/Selected Vendors for RFP Number 2019-291, Oneida County "Digital Media Advertising and Digital and Internet-Based Recruitment Services"

Dear County Executive Picente:

Attached for your review and approval is a Purchase of Service Agreement for Townsquare Media of Utica/Rome, Inc., relative to the above-referenced RFP. Townsquare is one of three vendors selected as a result of the Oneida County RFP 2020-29 for Digital Media Advertising and Digital and Internet-Based Recruitment Services along with Galaxy Media Partners and LocaliQ.

After careful consideration and comprehensive assessments of the County's needs, these three (3) vendors have been chosen as options for the Digital Media Advertising and Digital and Internet-Based Recruitment Services project. The agreements shall each be for an initial term of three years, with options for two more one year renewals. The exact price for each of these contracts is undetermined at this time, as they are statement-of-work driven, but the annual total for each contract should not exceed $75,000.00.

If you concur with this request, please indicate so by endorsement of this request and please forward the attached agreement to the Board of Legislators for consideration at their next scheduled meeting.

Thank you for your attention to this matter.

Sincerely,

Joseph M Johnson
Commissioner of Personnel

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-15-21

Attachments

Oneida Co. Department: Personnel

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Townsquare Media Utica/Rome, Inc.
1 Manhattanville Road
Suite 202
Purchase, New York 10577

Title of Activity or Service: Digital Media Advertising and Digital and Internet-Based Recruitment Services

Proposed Dates of Operation: Upon execution – three years from execution

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** This Contract is one of three for Digital Media Advertising and Digital and Internet-Based Recruitment Services for the entire County. Townsquare Media, LocalIQ and Galaxy Communications are the vendors.

2) **Program/Service Objectives and Outcomes:** In addition to advertising services, there will also be digital and internet-based outreach, online job fairs, and other media-related activities.

3) **Program Design and Staffing:**

Total Funding Requested: Maximum of $75,000.00 Annually (Statement-of-Work Driven) **Account:** #A1430.495

Oneida County Dept. Funding Recommendation: $75,000.00

Proposed Funding Sources (Federal $/ State $/County $): County

Mandated/Not Mandated: Mandated

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

MASTER SERVICES AGREEMENT

This Information Technology Master Services Agreement (the "Agreement") is by and between **TOWNSQUARE MEDIA OF UTICA/ROME, INC.,** a foreign business corporation authorized to do business in the State of New York, with its principal offices located 1 Manhattanville Road, Suite 202, Purchase, New York, hereinafter called the "Vendor," and **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York, hereinafter called the "County." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The Vendor provides Digital Media Advertising and Recruitment Professional Services, as hereinafter defined, related to **RFP Number 2019-291, Oneida County "Digital Media Advertising and Digital and Internet-Based Recruitment Services,"** attached hereto and incorporated herein as Exhibit "B." The parties have agreed that the Vendor will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The Vendor shall provide to the County the following services, as requested, and as provided for in the Vendor's Proposal, a copy of which is attached hereto as Exhibit "C." Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services."

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to, a variety of media development and digital and internet-based advertising services to assist the County's departments in their recruitment efforts, along with any services incidental to or in support of those services.

(b) Multiple Vendors. The County reserves the right to utilize as many different vendors as it, in its sole discretion, determines to be necessary for the performance of any individual Professional Service. The Vendor hereby acknowledges that it is aware of this, and it understands and acknowledges that the County is not guaranteeing any minimum number of hours the Vendor will be utilized, nor is the County making any promises as to the exclusivity of the assignment of the Vendor to any Professional Service.

1.2. Provision of Professional Services. The Vendor will provide the services as set forth in each SOW, and the County will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services called for in any SOW. The process for submission and approval of an SOW is as follows:

(a) Negotiation. The Vendor and the County shall negotiate the Professional Services to be completed by the Vendor, based upon the needs of the County.

(b) Quote & Proposed SOW. Once the negotiations have been completed, the Vendor shall submit a detailed quote and proposed SOW to the County. The form of the proposed SOW

shall conform to that of the aforementioned Exhibit "A," attached hereto. A sample quote has been attached to this Agreement as Exhibit "D." The quote and/or the proposed SOW shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what subcontractors the Vendor intends to utilize in the performance of the work covered by the proposed SOW. If the quote and proposed SOW are unacceptable to the County, for any reason, further negotiations may be conducted.

(c) *Signed SOW & Purchase Order.* If the quote and proposed SOW are acceptable to the County, the County shall execute the SOW, and shall return a signed copy of the SOW to the Vendor along with a purchase order.

(d) *Performance of Work.* Once the signed SOW and purchase order have been received, the Vendor shall begin to perform the Professional Services covered by the SOW. Under no circumstances is any work to be undertaken without a signed SOW. The Vendor agrees and hereby acknowledges that any expenditures or costs incurred by the Vendor prior to their receipt of a signed SOW are undertaken entirely at their sole risk and expense.

(e) *Certificate of Completion.* At the completion of all the Professional Services called for in a signed SOW, the Vendor shall provide the County with a certificate of completion, signed by a representative of the Vendor. A sample of this certificate of completion is attached hereto as Exhibit "E." Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to the Vendor.

1.3. Deliverables.

(a) *Acceptance & Rejection.* Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the County provides Vendor written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided the Vendor with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the Vendor will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties will again follow the acceptance procedures set forth in this Subsection 1.3(a).

(b) *License to Deliverables.* Effective upon Acceptance of each Deliverable, the Vendor grants the County a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below in Subsection 1.3(c).

(c) *Restrictions on Deliverables Rights.* The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). The Vendor retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

2.1. Payment. The County will pay Vendor the fees as set forth in each SOW, and shall reimburse such expenses as Vendor reasonably incurs in provision of the Professional Services.

2.2. Vouchers. Such payment shall be made by the County after receipt of vouchers presented by the Vendor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Article 2.1; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

3.2. Injunction. The Recipient agrees that breach of this Article 2.1 would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the

Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

3.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

3.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4. HIPAA DISCLOSURES

4.1. HIPAA Assurances. In the event Vendor creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Vendor shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the Vendor

conducts standard transactions for or on behalf of the County;

(f) Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Vendor becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Vendor's obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

4.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that the Vendor breaches any term in this Section. Alternatively, the County may give written notice to the Vendor in the event of a breach and give the Vendor five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to the Vendor if the County reasonably determines that the Vendor has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, the Vendor hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

4.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, the Vendor shall either return or destroy all PHI received from the County or created or received by the Vendor on behalf of the County in which the Vendor maintains in any form. The Vendor shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the Vendor determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the Vendor shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the Vendor to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as the Vendor maintains such Protected Health Information.

4.4. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply

only to themselves and are not for the benefit of any third party beneficiaries.

4.5. Amendment. The Vendor and the County agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both parties.

4.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

4.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

4.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

5. REPRESENTATIONS & WARRANTIES.

5.1. From Vendor. The Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3) years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 5.1, the Vendor, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.

5.2. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

5.3. Warranty Disclaimers. Except as set forth above in this Article 4, the Vendor PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

6. INDEMNIFICATION.

6.1. From Vendor. The Vendor will defend and indemnify the County and the County's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any

third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Vendor or of any of its agents, subcontractors, or employees. The Vendor's obligations set forth in Subsection 6.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the County's breach of this Agreement; (ii) revisions to the Deliverable made without the Vendor's written consent; (iii) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the Vendor's design or modification of the Deliverable in compliance with specifications provided by the County; or (v) use of the Deliverable in combination with hardware or software not provided by the Vendor, unless (A) the SOW, or other documentation provided by the Vendor or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The Vendor's obligations set forth in Subsection 6.1(b) above do not apply to the extent that an Indemnified Claim arises out of the County's breach of this Agreement.

6.2. From County. The County will indemnify and defend the Vendor and the Vendor's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 6.2 above include, without limitation: (i) claims by any of the County's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 6.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 6.1(a) above.

6.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 6.1 or 6.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

7. INSURANCE

7.1. The Vendor 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.

(a) Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

(i) 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.

(ii) The 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).

(b) Workers' Compensation and Employer's Liability: Statutory limits apply.

(c) Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL limits).

(i) The County and any other parties required by the County shall be included as additional insureds. PL 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).

7.2. Waiver of Subrogation: the Vendor 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 CGL, PL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

7.3. Certificates of Insurance: Prior to the start of any work, the Vendor 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 each of the Vendor's policies. 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 thirty (30) days prior written notice has been given to the County.

8. LIMITATION OF LIABILITY.

8.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.2. Exclusions. This Article 8.2 does not apply to: (a) claims pursuant to Article 3 (*Confidential Information*) or Article 6 (*Indemnification*) of this Agreement; or (b) claims for attorneys'

fees or other litigation costs the County becomes entitled to recover as a prevailing party in any action.

9. TERM & TERMINATION.

9.1. Term. The term of this Agreement will commence on the date it is executed by both parties (the "Effective Date") and continue for an initial term of three (3) years. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the parties.

9.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach.

9.3. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice. On the date of such termination, County will pay Vendor for those services provided up to the date of such written termination.

9.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of County to pay fees incurred before termination; (b) Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 5.3 (*Warranty Disclaimers*), 6 (*Indemnification*), 8 (*Limitation of Liability*), and 11.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

10. INDEPENDENT CONTRACTORS

10.1. It is expressly agreed that the relationship of the Vendor to the County shall be that of an independent contractor. None of the Vendor's officers, agents, directors or employees shall be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Vendor, in accordance with the Vendor's status as an independent contractor, covenants and agrees that none of the Vendor's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither 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.

10.2. The Vendor warrants and represents 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 Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

10.3. None of the Vendor's officers, agents, directors or employees shall be eligible for compensation from the County due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.

10.4. The Vendor acknowledges and agrees that none of its officers, agents, directors or employees

shall be eligible for any County employee benefits, including retirement membership credits.

10.5. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Vendor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Vendor's form of business organization. With respect to the Vendor's officers, agents, directors and employees, this responsibility shall include 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 Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

10.6. The Vendor 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.

10.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's independent contractor status, it is agreed that both the County and the Vendor 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.

10.8. The Vendor agrees to comply with federal and state laws, as supplemented, with the United States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

11. MISCELLANEOUS.

11.1. Feedback. The Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the County or any user provides to the Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the County or the User in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the County transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

11.2. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the Vendor*:

(b) *For the County*: Oneida County Commissioner of Personnel, 800 Park Avenue, Utica, NY 13501 ***and***

11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, pandemics or other public health emergencies, embargoes, or other causes beyond the performing party's reasonable control.

11.4. Subcontractors. The Vendor shall not subcontract any work to be performed under this Agreement without the prior written consent of the County, and any permitted subcontractor shall agree, in writing, to be bound by the terms of this Agreement as if it were the Vendor under this Agreement. The Vendor shall be responsible to the County for any failure by any subcontractor to comply with the terms of this Agreement.

11.5. Assignment & Successors. The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Section 11.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

11.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

11.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

11.8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 10.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

11.9. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOW's taking precedence over later ones.

11.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by

reason of authorship.

11.11. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

11.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

11.14. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

11.15. Advice of Counsel. Each arty acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

11.16. Assignment. No party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA	**TOWNSQUARE MEDIA OF UTICA/ROME, INC.**
By: _____ (signature)	By: _____ (signature)
Name: **Anthony J. Picente, Jr.**	Name: **Bill Wilson**
Title: **Oneida County Executive**	Title: **Chief Executive Officer**
Date: _____	Date: _____

Approved

_____
Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

STATEMENT OF WORK NUMBER ____

Project Title: _____

This Statement of Work Number ____ (this "SOW") is entered into pursuant to the _____ [date] Master Services Agreement (the "Agreement") by and between _____ ("Vendor") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor will provide the following services: [Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

_____

II. County Cooperation. County will reasonably cooperate with Vendor in the provision of services and will provide the following assistance to Vendor: [Insert description of County responsibilities, or insert "N/A" if not applicable.]

_____

III. Payment. County will pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

_____

IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

_____

This SOW is effective as of the latest date of execution set forth below.

CUSTOMER	**VENDOR**
By: _____	By: _____
(signature)	(signature)
Name: _____	Name: _____
(print)	(print)
Title: _____	Title: _____
Date: _____	Date: _____

Request for Proposals for
DIGITAL MEDIA ADVERTISING AND DIGITAL AND INTERNET-BASED RECRUITMENT SERVICES
RFP No. 2020-291

Sealed Requests for Proposals (RFPs), subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF PURCHASING, until 4:30 p.m. on Tuesday August 18, 2020.

Specifications MUST be RECEIVED from the Oneida County Purchasing Department at 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 Purchasing Department.

The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Purchasing Department at 800 Park Avenue, Utica, New York 13501

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.

Mello Testa
Director of Purchasing

Dated: August 4, 2020

It is understood and agreed to by the Proposer that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Proposer") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Proposer.

3. Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County of third parties with regard to the Proposer's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Proposer prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Proposers acknowledge that the County is subject to Article 6 of the Public Officers Law.

9. All references to time contained in this RFP are Eastern Standard Time. Proposers are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

_____ _____

Legal name of organization Signature

_____ _____

Date Printed Name

_____

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

REQUEST FOR PROPOSALS FOR DIGITAL MEDIA ADVERTISING AND DIGITAL AND INTERNET BASED RECRUITMENT SERVICES

1. INTRODUCTION

The County of Oneida is seeking a recruitment advertising firm that has a reputation as a service leader in the recruitment advertising industry and is known for their flexibility and innovative solutions for delivering efficient stream-lined results within a specified timeframe and targeted budget. The County of Oneida is interested in employee recruitment branding strategies; targeted discipline-specific advertising; and talent acquisition/management analytics. The County needs to be able to attract applicants to our jobs cost-effectively and when applicable, move beyond job boards to other recruitment strategies.

2. SCOPE OF WORK (SPECIFICS):

A. Recruitment advertising for Oneida County is based upon available positions. Unless there are a large number of anticipated retirements, the hiring needs are variable from department to department within the County, and will also fluctuate based upon civil service testing and hiring lists. A successful proposer should account for this variability and fluctuation in their proposal, and provide specific solutions to accommodate the same.

B. The successful proposer shall provide a variety of media development and digital advertising services to assist the County's departments in their recruitment efforts.

C. All such services available by the proposer should be clearly delineated in the proposal. Examples of all services offered by the proposer should be included, in digital and/or hard copy format.

D. Within the County, each department's need for the proposer's services may vary by division or recruitment effort. The department and the successful proposer shall meet to create a timeline and work plan for upcoming recruitment efforts. The successful proposer shall provide to each department a proposal for available services and pricing options from which to choose for each recruitment effort.

E. The successful proposer shall submit to each department and to the County Personnel Department for their approval all elements of any materials to be produced or placed hereunder, including, but not limited to, all copy, layouts, slogans, websites, artworks, graphic materials, and photography, in digital and/or hard copy format, as appropriate to the materials in question, or as the successful proposer and the department agree.

F. The successful proposer shall provide the services on an as-needed basis; no minimum service levels or payment levels will be included in the contract. Each County department shall advise the successful proposer of the desired schedule for the services needed, and provide advanced notice of any changes to the proposed schedule.

3. OWNERSHIP OF WORK PRODUCT

All work products including digital forms produced or created by the proposer as a result of or related to the performance of work or services under this RFP will be the property of Oneida County. The vendor may not prepare or disseminate any studies, papers or written, audio or video materials about this program without the participation and written permission of Oneida County.

4. QUALIFICATIONS AND EXPERIENCE

Please see Sections 5(C), (D) and (F) of these specifications as they describe the qualification and experience submission requirements.

5. TECHNICAL PROPOSAL REQUIREMENTS

Please submit a Technical Proposal that completely addresses all of the requirements described in these specifications, as well as the information listed below. Failure to include the items as specified may result in disqualification:

A. Statement of Name, Location, Form of Business Ownership and Officers/Principals-Please provide legal name of business, location of incorporation, address used for legal process, address of office providing services (if different), and form of business (corporation, professional corporation, partnership, sole proprietorship, limited liability corporation, limited liability professional corporation, etc.). If a partnership, please list partners' names and percentage of ownership of each partner. If the business is any form of a privately held corporation, list shareholders that hold individually more than 10% of the total shares. If the business is any form of a publicly held corporation, list individual shareholders that control more than a 10% of the outstanding shares. State the names and titles of all officers and/or principals of the business.

B. Statement of business ability to legally provide professional services in New York State.

C. Proposed Consulting Staff Qualifications and Individual Experience - The proposed project organization and key staffing for the project shall be presented. Key individuals must be presented by name. Summaries of individual qualifications should reflect experience with similar efforts noted as the anticipated scope of services in this solicitation.

D. Firm's Experience in the last 5 years related to the anticipated Scope of Services. The submittal shall include a minimum of four examples of the firm's related projects within the last 5 years that demonstrate ability to provide services for this project. It shall include a description of the project, the services provided, the duration of the project and contract value.

E. Project Specific References - The submittal shall include five customer references including organization, contact information, project name and contract value.

F. Company Qualifications and Experience:

i. Provide a brief history of the company including the number of years in business providing digital media advertising and recruitment services.
ii. Provide a list that includes name and responsibilities of staff expected to be assigned to this project.
iii. Describe your experience working with government entities and municipal organizations with digital media advertising and recruitment.
iv. Provide three (3) references from entities (preferably municipal organizations) for which your company is currently providing digital media advertising and recruitment services similar to the specifications of this solicitation. Provide the following information for each reference:

a. Name and address of organization.
b. Name and title of primary contact with telephone number, fax number and e-mail address.
c. Description of the services provided including print or digital media in all formats, online job fairs or similar efforts, and other related services.

G. Sample Standard Contract Agreement- The submittal must include a copy of the Proposers Standard Contract Agreement for the services being proposed.

H. Required Documentation - the Proposal, Standard Oneida County Conditions Acknowledgement, Non-Collusion Certification, Sexual Harassment Prevention Certification, Recycling and Solid Waste Management Certification, Iran Divestment Act Compliance Certification and the Purchase of Tropical Hardwoods Prohibition Certification.

I. The County may request a demonstration/presentation of the services offered by the Proposer after submissions have been closed.

J. All costs associated with the preparation of a proposal in response to the RFP shall be the responsibility of the proposer submitting the proposal. The County of Oneida will not be responsible for any expenses in the preparation and/ or presentation of the proposal.

6. COST PROPOSAL REQUIREMENTS

A. Proposer's submission shall clearly state all costs, including fees, surcharges and any other expenses, for any of the products and services included within the proposal.

7. EVALUATION PROCESS

Proposals will be evaluated by a review committee. The review committee shall review and evaluate each of the proposals using the criteria described below in the section entitled "Evaluation Criteria." Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations.

The County of Oneida reserves the right to seek clarification of information submitted in response to this RFP, request additional information and/or request interviews or presentations during the evaluation process.

The County of Oneida reserves the right to reject any or all proposals or parts of proposals.

8. EVALUATION CRITERIA

Proposals will be screened for completeness and compliance with the requirements described in these specifications. Every proposal submitted will be reviewed in accordance with the following criteria:

A. Compliance with requirements as outlined in these specifications.

B. Qualifications

C. Relative Experience

D. Ease of Availability of Service to Oneida County

E. References

F. Ability to meet the intent of program

9. AWARD

The County reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of Oneida County.

The County of Oneida reserves the right to accept any submittal and/or parts thereof and/or to reject any and all submissions, or to waive any irregularities in the submissions if it is determined to be in the best interest of Oneida County.

The award of a contract is contingent upon the successful execution of the formal contract agreement and upon budget approval.

10. PROCUREMENT RULES AND INFORMATION.

A. CONTACT PERSON.

Joseph Johnson
Commissioner
Oneida County Personnel Department
800 Park Ave
Utica, New York 13501
Phone: 315-798-5726
Fax: 315-798-6490
Email: labor@ocgov.net

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Personnel Department, at labor@ocgov.net. **Questions shall be submitted no later than 12:00 p.m. on Tuesday August 11, 2020.**

VENDORS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON, OTHER THAN THE DIRECTOR OF PURCHASING OR HIS DESIGNEE, SHALL BE DISQUALIFIED FROM SUBMITTING.

Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

B. CALENDAR OF EVENTS.

Last Day for Questions: August 11, 2020

Close of RFP: August 18, 2020

All proposals must be received by the **Purchasing Department, 800 Park Avenue, Utica, New York 13501** by that time.

C. MODIFICATION AND WITHDRAWAL OF PROPOSALS. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

Standard Oneida County Conditions Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the "Addendum – Standard Oneida County Conditions" has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this acknowledgement so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL
ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into by and 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 statue 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.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Non-Collusion Certification
(GML § 103-d)

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 his/her 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; 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.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Sexual Harassment Prevention Certification

(Lab. Law § 201-g)

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 the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____	_____
Legal name of organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Recycling and Solid Waste Management Certification
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Iran Divestment Act Compliance Certification
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 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 that is in violation of the Act 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 in default.

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

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 his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____	_____
Legal name of organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Purchase of Tropical Hardwoods Prohibition Certification
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that 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.

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 his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____ _____

Legal name of organization Signature

_____ _____

Date Printed Name

_____

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Oneida County, New York
ocgov.net

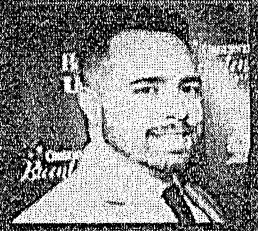
RFP No. 2020-291
Digital Media Advertising and Digital and Internet-Based Recruitment Services

Presented By:
Karen Carey, Market President
Townsquare Media Utica, NY
9418 River Road Marcy, New York 13403
315-796-8454
Karen.carey@townsquaremedia.com

townsquare

Your Local Dedicated Townsquare Team

Karen Carey
Market President,
Townsquare Media
Utica

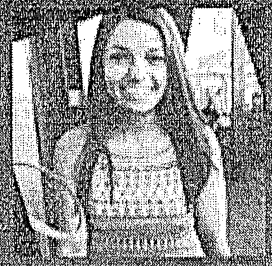


Brandon Ramos
Director of Digital
Strategy

Dan Curtacci
Digital Campaign
Manager

Steve Merren
Senior Account
Manager

Justin Abbott
Northeast Regional
Director of Ignite Sales



Marissa Paganelli
Associate Digital Campaign
Manager

townsquare media

Karen Carey, Market President - Townsquare Media - 9418 River Road Marcy, NY 13403 - Phone 315-796-9454 - Email - Karen.carey@townsquaremedia.com

Townsquare Media Business Information

Legal name of business – Townsquare Media of Utica/Rome, Inc.
Location of incorporation – a Delaware Corporation
Address used for legal process – 1 Manhattanville Road, Suite 202, Purchase, New York 10577
Address of local office providing services – 9418 River Road, Marcy, New York 13403
Form of business – Corporation. Townsquare Media 2010, Inc.
Names and titles of all officers and/or principals of the business –

Steven Price	Chairman of the Board of Directors
Bill Wilson	Chief Executive Officer
Stuart Rosenstein	Executive Vice President and Chief Financial Officer
Erik Hellum	Executive Vice President and Chief Operating Officer, Local Media
Scott Schatz	Executive Vice President, Finance, Operations and Technology
Claire Yenicay	Executive Vice President, Investor Relations and Corporate Communications
Michael Josephs	Executive Vice President, Business Development and Mergers & Acquisitions
Christopher Kitchen	Executive Vice President and General Counsel

Townsquare Media of Utica/Rome Inc. is authorized to legally provide professional services in New York State.

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Karen Carey, Market President - Townsquare Media - 9418 River Road Marcy, NY 13403 - Phone 315-796-8454 - Email - Karen.carey@townsquaremedia.com

Townsquare Media Consulting Staff Qualifications

Justin Abbott, Northeast Regional Director of Ignite Sales: Oversees digital service operations for Northeast Region of Townsquare Media; 17 years experience in digital marketing.

Brandon Ramos, Director of Digital Strategy Oversees local digital strategy for client campaigns; extensive knowledge of print advertising and digital media; versed in all programmatic digital advertising tactics.

Dan Curtacci, Digital Campaign Manager: Successfully launches and manages targeted digital campaigns; Has expertise in Google Analytics and all digital delivery service platforms; a digital marketing strategist who determines the most effective tactics to drive results for clients.

Marissa Paganelli, Digital Campaign Manager: Manages, optimizes and provides insight for digital campaigns and closely monitors campaign performance from launch to completion; holds regularly scheduled review calls with clients during campaign to closely monitor and ensure campaign performance.

Steve Merren, Senior Account Executive; 47 years broadcast and management experience; extensive knowledge of Oneida County business landscape.

Karen Carey, Market President, Townsquare Media Utica ; 32 years broadcast and executive leadership experience; has keen understanding of all marketing platforms, including broadcast and digital media and is committed to successful client partnerships.

***Please note - the above consulting staff also has the strong support of the robust Ignite Operations Team of Townsquare Media. The Townsquare Media Ignite digital division is comprised of 100+ employees who work directly for Townsquare Media to help support and manage all digital marketing campaigns. This differentiates Townsquare Media from other digital marketing providers because client budgets are handled directly by Townsquare Media and are not outsourced to other third party providers.**

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Karen Carey, Market President - Townsquare Media - 9418 River Road Marcy, NY 13403 - Phone 315-796-8454 - Email - Karen.carey@townsquaremedia.com

Related Projects

While known for it's top performing local radio brands, Townsquare Media is also a national industry leader in digital marketing. Nearly half of Townsquare Media's annual sales revenue is tied to digital media. More importantly, Townsquare Media has a proven track record in recruitment marketing, having executed over 5 million dollars in recruitment campaigns in 2019 by assisting 400+ clients with their recruitment efforts. Townsquare Media was proudly awarded the digital marketing contract for a U.S. state, charged with all recruitment efforts for the state. Subsequently, based on digital marketing results, Townsquare Media was awarded a renewal contract (please note - due to a legal Nondisclosure Agreement, we are not allowed to disclose the state name or contract details). Locally in Oneida County, Townsquare Media takes pride in assisting several leading companies, nonprofits and municipalities with their recruitment initiatives and during the past two years we have proudly worked with Oneida County on ten recruitment campaigns.

1. Oneida County Department of Social Services
Project Description: Recruitment for Case Workers and Social Welfare Examiners
Services Provided: Local digital marketing campaign (Online Job Fair), supported by on-air broadcast
Project Duration: Jan 3-16, 2019
Contract Value: $4,500
Results: We were informed that the campaign performed very well with this specific feedback from the Oneida County Personnel Department. *"After going through the amendments for the disapproved candidates for Caseworker, the final number of approved applicants to take the examination in March is 92. To put into perspective from the past numbers: August 2018 we had 13 approved candidates, March 2018 – 17 approved, August 2017 – 16 approved, March 2017 – 30 approved, and August 2016 – 20 approved. Very successful campaign!"*

2. Mohawk Correctional Facility
Project Description: Recruitment campaign for Nurses; in Fall of 2017, Marcy Correctional Facility added 55 beds to the existing regional hospital and needed to hire 45 nurses.
Services Provided: Local digital marketing campaign (Online Job Fair), supported by on-air broadcast
Project Duration: Oct 23-Nov 6, 2017
Contract Value: $6,000
Results: This campaign achieved tremendous results as we were able to fill all 45 LPN and RPN positions and the client informed us that they also had a waiting list of 25 nurses to call upon for future openings over the next 6 months.

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Karen Carey, Market President - Townsquare Media - 9418 River Road Marcy, NY 13403 - Phone 315-796-8454 - Email - Karen.carey@townsquaremedia.com

Related Projects – Continued

3. ARC - Herkimer
Project Description: Over the past 3 years, ARC Herkimer has needed to fill many hiring needs for the following vacant positions: direct support professionals, special education teachers, LPN and RPN nurses and project co-coordinators.
Project Duration: 4/2018-3/2020
Services Provided: Broadcast, Online Streaming, Online Job Fair, Ignite
Campaign Value: $17k+
Results: Each campaign proved to be very successful resulting in renewals, the client achieved a .28% click-through rate which is three times the national average.

4. ARC – Oneida-Lewis
Project Description: From 2017-2020, ARC Oneida-Lewis has had recruitment needs for direct support professionals, medical support staff and other various positions.
Project Duration: 2/2017-Current
Services Provided: Broadcast, Online Streaming, Local Digital, Ignite, Online Job Fair
Campaign Value: $50k+
Results: These campaigns were very successful and helped the ARC Oneida-Lewis achieved their hiring goals. The digital tactics performed well, achieving click-through rates between .28% and .35%, which is 3 -4 times the national average.

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Karen Carey, Market President - Townsquare Media - 8418 River Road Marcy, NY 13403 - Phone 315-796-8454 - Email - Karen.carey@townsquaremedia.com

Related Projects – Continued

5. Express Employment
Project Description: This is an employment agency who works on behalf of major employers in our area to hire qualified personnel. We have assisted them through several marketing campaigns which are targeted to each individual employer.
Project Duration: 7/2019-Current
Services Provided: Broadcast, Online Streaming, Online Job Fair, Ignite
Campaign Value: $29k+
Results: Sample Express Employment clients include: Maplehurst Bakery and Walmart Distribtion Center.

Maplehurst Bakery had 50 full-time and part-time vacancies; at the completion of our one month marketing campaign, over 45 candidates were hired.

Walmart Distribution Center had 75 open positions; at the completion of our one month marketing campaign, over 60 candidates were hired.

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Karen Carey, Market President - Townsquare Media - 941B River Road Marcy, NY 13403 - Phone 315-796-8454 - Email - Karen.carey@townsquaremedia.com

Project Specific References:

1. Express Employment Services
- John Calabrese, Owner
- Ongoing Recruitment Campaigns
- $20k+

john.calabrese@expresspros.com
520 Seneca Street, Suite 103, Utica, NY 13502
315-790-5723

2. Notre Dame Jr./Sr. High School
- Roy Kane, Executive Principal
- Ongoing Virtues Student Recruitment Campaign
- $50k+

rkane@notredameutica.org
2 Notre Dame Lane #4893, Utica, NY 13502
(315) 724-5118

3. Mohawk Correctional Facility
- Rich Caladonna, Deputy Superintendent for Administration
- Nurse Recruitment Campaign
- $6K

richard.calidonna@doccs.ny.gov
6514 Route 26, Rome, NY 13442
315-339 - 5232 Ext 3000

4. Town of Webb (Old Forge Tourism)
- Mike Farmer, Town of Webb Tourism Director
- Tourism Campaign
- $25K+

mikefarmer@oldforgeny.com
PO Box 68/3140 State Route 28, Old Forge, NY 13420
315-369-6983

5. ARC Oneida Lewis
- Mark Dudek, Chief Communications Officer
- Employee Recruitment
- $50k+

mdudek@thearcolc.org
245 Genesee Street, Utica, NY 13501
315-927-0142

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Company Qualifications and Experience:

As mentioned above, Townsquare Media successfully implemented 400+ recruitment campaigns during 2019. Established in 2010, Townsquare Media is a digital, entertainment, and media marketing solutions company located in small and mid-sized markets across the U.S. Townsquare Media is a digital marketing solutions company, serving **more than 20,000 small to medium-sized businesses with digital marketing services.** Our assets include 317 radio stations and more than 325 local websites in 67 U.S. markets, approximately 550 live events with nearly 18 million attendees each year in the U.S. and Canada.

IGNITE, the programmatic digital marketing solutions division at Townsquare Media, **connects advertisers to audiences at scale** using proprietary 1st party and comprehensive 3rd party data assets, premium multi-platform inventory, and advanced optimization technologies. Townsquare *Ignite's* data-driven technology, proven tactics, and in-house talent will deliver Oneida County the power to reach close to **100%** of your target audience across multiple digital platforms in your service area and beyond, when desired. Townsquare *Ignite* is uniquely positioned to deliver real-time targeted marketing to maximize Oneida County's recruitment efforts and to help place the most qualified candidates as Oneida County employees.

Bottom line – we are digital experts with the reach and vision to make the most of advanced online and mobile advertising solutions for Oneida County's recruitment needs.

townsquare

Karen Carey, Market President - Townsquare Media - 9418 River Road Marcy, NY 13403 - Phone 315-796-8454 - Email - Karen.carey@townsquaremedia.com

Responsibilities of Staff During Campaign

Justin Abbott, Northeast Reginal Director of Ignite Sales: Oversees digital service operations for Northeast Region for Townsquare Media; 17 years experience in digital marketing; Directs Team to successfully deliver campaign strategy, execution and results.

Brandon Ramos, Director of Digital Strategy: Oversees local digital strategy; extensive knowledge of print advertising and digital media; versed in all programmatic digital advertising tactics.

Dan Curtacci, Digital Campaign Manager: Successfully launches and manages targeted digital campaigns; Has expertise in Google Analytics and all digital delivery service platforms. Noted as a top digital strategist for Townsquare Media overall, works as liaison with digital buying team.

Marissa Paganelli, Digital Campaign Manager: Manages, optimizes and provides insight for digital campaigns and closely monitors campaign performance from launch to completion, holds review calls with clients during campaign to closely monitor and ensure performance and delivery; reviews and interprets campaign analytics via dashboard review meetings with clients and Townsquare Team.

Steve Merren, Account Executive: 47 years broadcast experience; extensive marketing knowledge with a client driven focus; serves as point of contact for client and schedules monthly campaign analytic review meetings along with accommodated all service requests.

Karen Carey, Market President, Townsquare Media Utica : 32 years broadcast and executive leadership experience; Keen understanding of all marketing platforms, including digital media; serves as point of contact for client and schedules monthly campaign analytic meetings along with accommodated all service requests.

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Karen Carey, Market President - Townsquare Media - 9418 River Road Marcy, NY 13403 - Phone 315-796-8454 - Email - Karen.carey@townsquaremedia.com

Experience Working with Government Entities

As mentioned above, Townsquare Media has extensive experience working with municipal organizations and government entities utilizing digital media for marketing and recruitment. Our company has been awarded state-wide recruitment campaigns as well as regional and local recruitment campaigns. No matter the size of the geographic region, we take great pride in helping our marketing partners attract and hire the most qualified candidates.

townsquare media

Karen Carey, Market President - Townsquare Media - 8418 River Road Marcy, NY 13403 - Phone 315-796-8464 - Email - Karen.carey@townsquaremedia.com

References from Entities and Municipal Organizations:

1. 313th Air Force Recruiting Squadron
Address: 401 N. Main St. Ste. 4, North Syracuse, NY 13212
Primary Contact: Sheila Pickard
sheila.pickard@us.af.mil
(315)247-6293
Description of Services: Targeted programmatic digital campaign for recruitment of entry level enlistment

2. Hamilton College
Address: 198 College Hill Rd, Clinton, NY 13323
Primary Contact: Michael Thayer
mtthayer@hamilton.edu
(315)351-6586
Description of Services: Targeted programmatic digital campaign for personnel recruitment targeting out-of-state applicants (Positions: Library Science Technician, System Analyst, Web Developer, RN)

3. Town of Webb
Address: PO Box 68/3140 State Route 28, Old Forge, NY 13420
Primary Contact: Mike Farmer
mikefarmer@oldforgeny.com
315-369-6983
Description of Services: Targeted programmatic digital campaign to attract in-state and out-of-state tourists, supported by broadcast campaign.

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Sample Standard Contract Agreement

Accepted by Client: _____ **Date:** _____

TERMINATION AND BREACH
(a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the effective date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the effective date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

NON-DISCRIMINATION
In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

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Karen Carey, Market President - Townsquare Media - 9418 River Road Marcy, NY 13403 - Phone 315-796-8454 - Email - Karen.carey@townsquaremedia.com

Scope of Service:

The County of Oneida is seeking a recruitment advertising firm that has a reputation as a service leader in the recruitment advertising industry and is known for their flexibility and innovative solutions for delivering efficient stream-lined results within a specified timeframe and targeted budget. The County of Oneida is interested in employee recruitment branding strategies; targeted discipline-specific advertising; and talent acquisition/management analytics. The County needs to be able to attract applicants to our jobs cost-effectively and when applicable, move beyond job boards to other recruitment strategies.

Townsquare Media/Ignite Approach:

- **Multi-Tactic Approach:** The average consumer is spending 2 hours and 24 minutes per day on social media in 2020. 50.1% of the time spent on mobile is done using social media apps and Facebook is the most popular. The ability to predict and target audiences online is crucial to reach potential applicants in the varying stages of their decision making process.
- **A La Cart Products:** Townsquare Media offers over 100 digital products that can be mixed and used to fit client budget parameters, offering our partners a truly customizable approach.
- **Conversion Goals:** We set campaign conversion goals on your Google Analytics to track campaigns to targeted applications or landing pages.
- **Geographic Targets:** Although this RFP was not yet able to specify an Actual or demographic target, we illustrated an example campaign to target all of Oneida County.

Campaign Approach

I. SEPARATE CAMPAIGNS:
   I. Since the jobs listed by department can each have a different focus, and a different audience, it is crucial to begin with individual campaign structures. These structures include but are not limited to: geographic targets, landing pages, sets of creative, audience data sets, keywords, conversion funnels, reporting, and optimization.

II. MULTIPLE TACTICS WITH CONVERSION FUNNEL APPROACH:
   I. Our strategy is designed to gain awareness, foster interest, and to drive intent.
   II. Facebook, Instagram, Emails, and Run of Network targeting will be the platforms used to drive top-of-funnel, mass awareness. As potential candidates begin to move through the process and enter our interest phase, Facebook and Instagram (optimized by link clicks/awareness) will continue to be the driving force, supported by our data and network partners.
   III. Our Audience Targeting, LinkedIn, OTT, and retargeting tactics will be in place to convert those potential hires who have clearly displayed the intent to apply. We will drive return visits through strong, distinct retargeting messaging that communicates to a pool of users who have already displayed interest in working for the Oneida County by clicking through our ads.

III. ANALYTICS AND OPTIMIZATIONS:
   I. Our team will build a strong system to analyze and optimize the chosen channels on a weekly basis. Creating Google Analytics conversion goals and placing conversion pixels on our dedicated landing pages are some of the many reporting mechanisms that will be put into place to measure campaign efficiency.

Platforms and Tactics to Execute the Approach

PROGRAMMATIC DISPLAY

Audience Targeting: We will utilize 1st & 3rd party data segments we will deliver targeted programmatic display ads to a precise demographic. For example:

- Ages 18-65+
- Job Seekers
- College Graduates
- Oneida County

Run of Network: We will utilize 3rd party search data collected from users' search behaviors and inquiries.

Retargeting: We will reach customers after they click or visit a website, serving them with ads as they travel across any of the sites within our network of professionally published sites.

SOCIAL MEDIA

Facebook + Instagram: Awareness/Link Click: We will expand reach to Facebook users who are within your target geography and who fit your target audience. This tactic increases brand awareness among users most likely to be interested in your service/product/ Link Click-these are clicks related to your specific ad objectives, such as: click to register, click to learn more, etc. This engages users to increase conversion and lead generation. Posts also include the ability to comment, share, like.

LinkedIn Link Click: Position Oneida County in front of the largest, most engaged network of professionals and influencers; by running your advertising on LinkedIn. Your messaging will run natively within targeted users' feeds.

CONNECTED TV

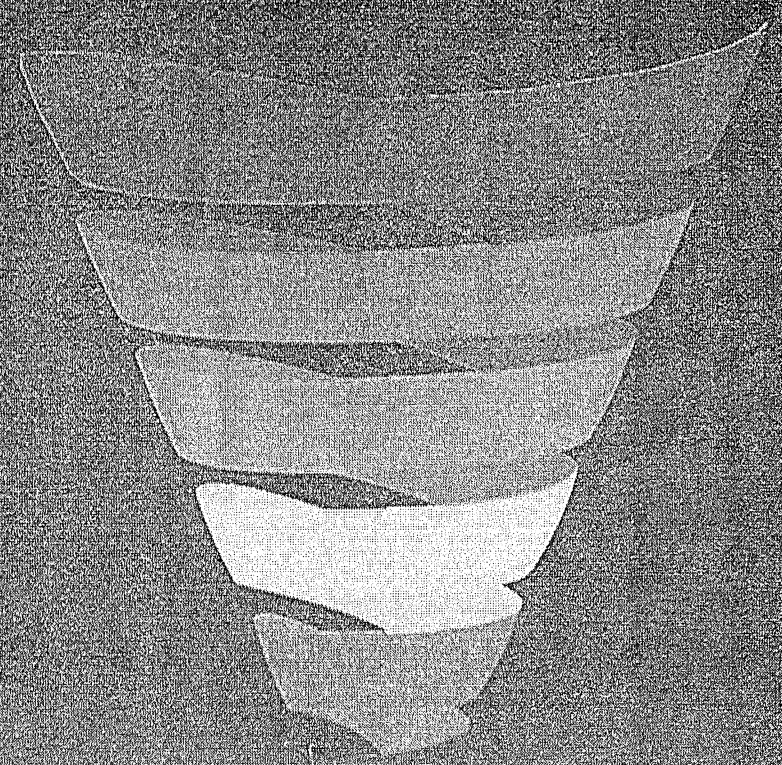
Demo Targeted OTT: Reach your target audience with OTT video ads. Ignite will curate a list of addresses to geo-fence based on your target DMAs and demographics.

EMAIL MARKETING

Deliver your message or promotion directly to the inboxes of viable prospects through a targeted email marketing campaign.

Job Candidate Journey

Let potential candidates know what Oneida County is all about.



GENERATE INTEREST

Your Online Audience today is more captive than they've ever been. Inform and educate families while they're in their homes consuming Digital Content, News and Video through popular platforms such as Facebook, Instagram, Hulu, Sling TV, and Google.

CONVERT

Target candidates who are qualified and ready to be hired.

townsquare ignite

Why Townsquare Ignite

Experienced Industry Experts

- 10,000+ campaigns under management
- Executive leadership with decades of digital knowledge and a team of highly qualified professionals
- A history of engaging audiences across Townquare's owned and operated, national and local content

Premier Technology & Proprietary Data

- Leading ad technology stack with a broad set of data and programmatic media buying partners
- 1st party data for targeting Townsquare's passionate audiences

Trusted and Local

- Approachable media consultants in 70+ markets across the US who understand local and regional needs
- Knowledgeable and responsive support team on call for planning, solutions, education, insights and more

Customized Solutions (Not a Reseller of Single Solutions)

- Scalable solutions across all digital platforms, customized to achieve individual clients' specific KPIs
- Collaboration on custom keyword and site lists, audience segments and a wealth of targeting technologies

Real Results

- Every campaign is closely monitored and optimized throughout the entire flight
- Online reporting available 24/7 showcasing daily performance

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Broad Reach

Townsquare Ignite starts with a full view into all of the inventory available, with access to both reserved and exchange-based inventory.

Our demand side platform (DSP) alone is integrated with over

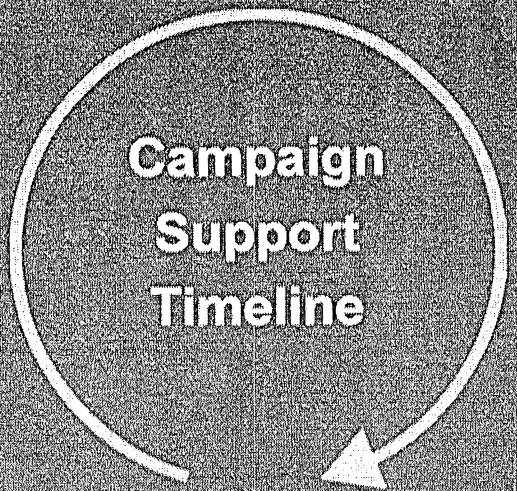
that, combined, fuel over

townsquare ignite

White Glove Service

Townsquare Ignite's team of planners, account managers, analysts, and media buyers is armed with experience to provide superior support - from education and analytics to actionable insights and optimizations. Our team of experts will help you maximize your digital budget.

- Our account management team will prepare your campaign for launch and maintain communication with you to ensure all elements are on track
- Our creative services team will design custom ad creative and messaging for your campaign



- Our team of experienced media buyers will carefully monitor your campaign and implement optimizations, throughout the flight, directing impressions to the best performing exchanges, tactics and sites
- In-depth reporting will be delivered regularly

- Work with our planning team to identify your target audience and create a media plan designed to achieve your KPIs
- We will provide education and information on programmatic strategy and tactics selected for your brand

- Our team of account managers and analysts will provide detailed reporting on your campaign performance
- We are also available to provide valuable insights to help guide additional campaigns

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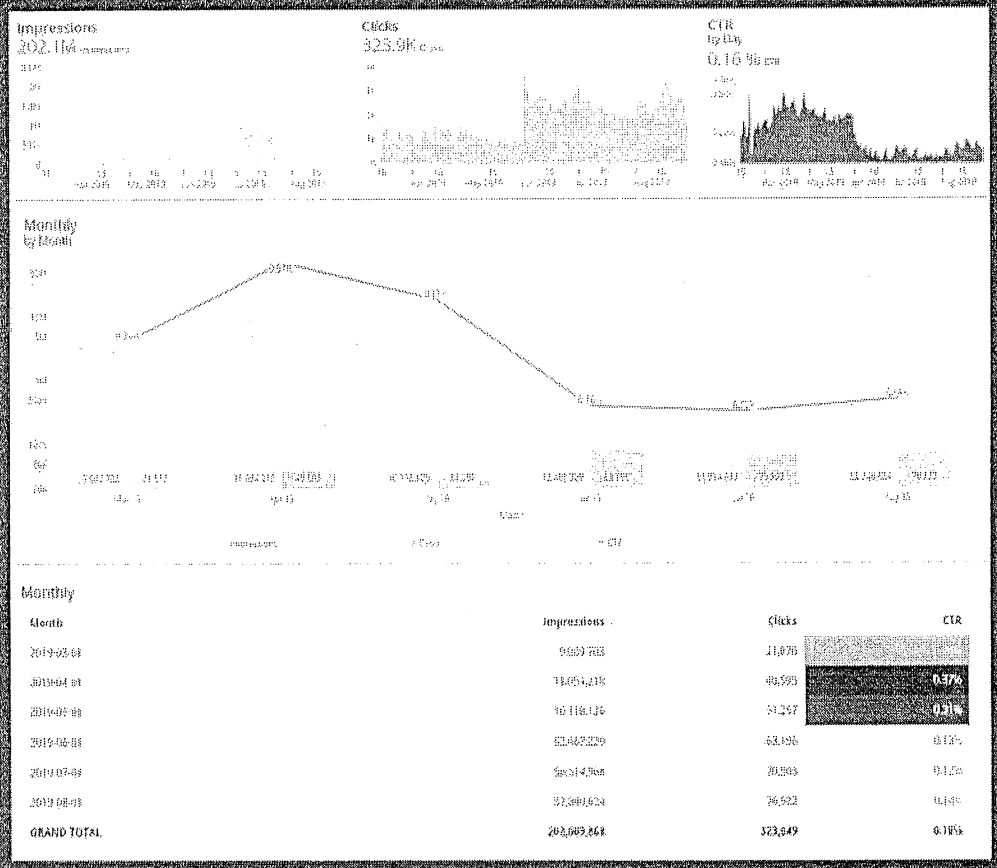
Performance Reporting

Townsquare Ignite provides in-depth campaign reporting that enables you to make actionable business decisions about your marketing dollars.

Reporting by: tactic, creative set, geo (e.g. City), conversion pixel, conversion zone (and lift), and video performance
Metrics include: impressions, clicks, CTR, Site Conversions, Foot Traffic Visits, and more!
Detailed graphs showcase engagement trends over time and across dimensions



Detailed reporting with personalized insights from our in-house analytics experts
Available via custom request

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Overview of Ignite Tactics

Cross-Platform

Uses 1st and/or third party date to target consumers based on demographics, behaviors, purchase history/intent, or brand affinity

Aligns ad with relevant content (at the article level)

Retargets consumers who have visited the advertiser site

Distributes video across Townsquare's extended network of sites

Broadcasts pre-roll across YouTube (advertiser only pays for ads that have not been skipped)

Delivers 6 second, unskippable pre-roll before video content on YouTube

Amplifies messaging in users' feeds on Facebook's site and mobile app and Instagram

Delivers messaging directly to inboxes of viable prospects

Positions your messaging in users' feeds in the world's largest professional networking environment

Delivers ads next to relevant search results

Onboards advertisers' offline customer data to target those customers online

Expands reach to consumers who have similar attributes to those of your customers through Look-Alike Modeling

Delivers ads to consumes with a relevant search history (based on keywords and phrases)

Delivers ads to relevant websites (by topic)

Integrates messaging directly into the pages of national and local publisher sites, mirroring the form and style of editorial

Positions video alongside editorial content on national and local publisher sites, mirroring the form and style of editorial

Distributes ads across Townsquare's extended network of sites and mobile apps

Targets the devices of consumers at specific households or businesses based on a list of addresses provided by the advertiser and/or us a curated address targeting based on numerous demographic, psychographic and physical location based parameters

Targets the devices of consumers at specific households or businesses based on a list of addresses provided by the advertiser and/or use a curated address targeting based on numerous demographic, psychographic and physical location based parameters

Mobile

Targets mobile users based on their current location or locations previously visited (up to 365 days in the past)

Targets the mobile device of attendees during an event and up to 30 days after the event

Delivers ads to mobile users based on location and recency. Track the success of your targeting by measuring foot traffic to your business (conversion zone)

OTT

Broadcasts video ads in high-impact environments by running on TV screens via connected TV devices

Geo-fences the properties on your customer address list and deliver video messaging to the devices seen within those geo-fences and/or use a curated address targeting based on numerous demographic, psychographic and physical location based parameters

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Display Solutions

Advanced Audience Targeting

Connect with premium audiences at scale. Advanced Audience Targeting leverages a blend of Townsquare Ignite's comprehensive **1st party data** and industry leading **3rd party data** to find and target your most likely customers.

This tactic allows you to target mobile and desktop users based on demographics, online behaviors, interests, hobbies and purchase intention.

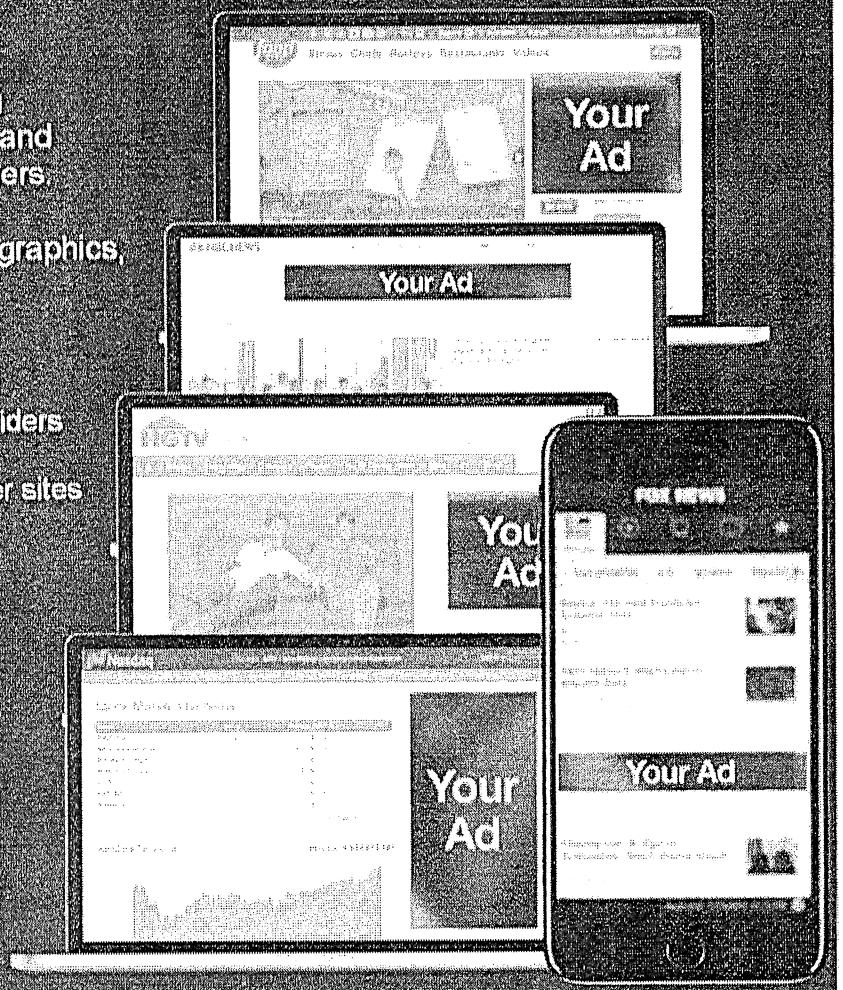
- Targeting to very specific prospects to maximize campaign efficiency
- Data segments composed of both online & offline data (3rd party data providers include BlueKai, Lotame and Krux)
- Runs across Townsquare Ignite's extended network of brand-safe publisher sites
- Cross-platform - runs across desktop and mobile

Run Of Network

Maximize your presence in market across a wide variety of sites by running ads across Townsquare Ignite's extended network. Our DSP is integrated with over 1,100 inventory sources, accessing thousands of sites and fueling nearly 300 billion impressions per day.

- Cost-effective solution that increases brand awareness
- Cross-platform (desktop & mobile)

- Only geo-targeting is applied to this tactic



Display Solutions (cont'd.)

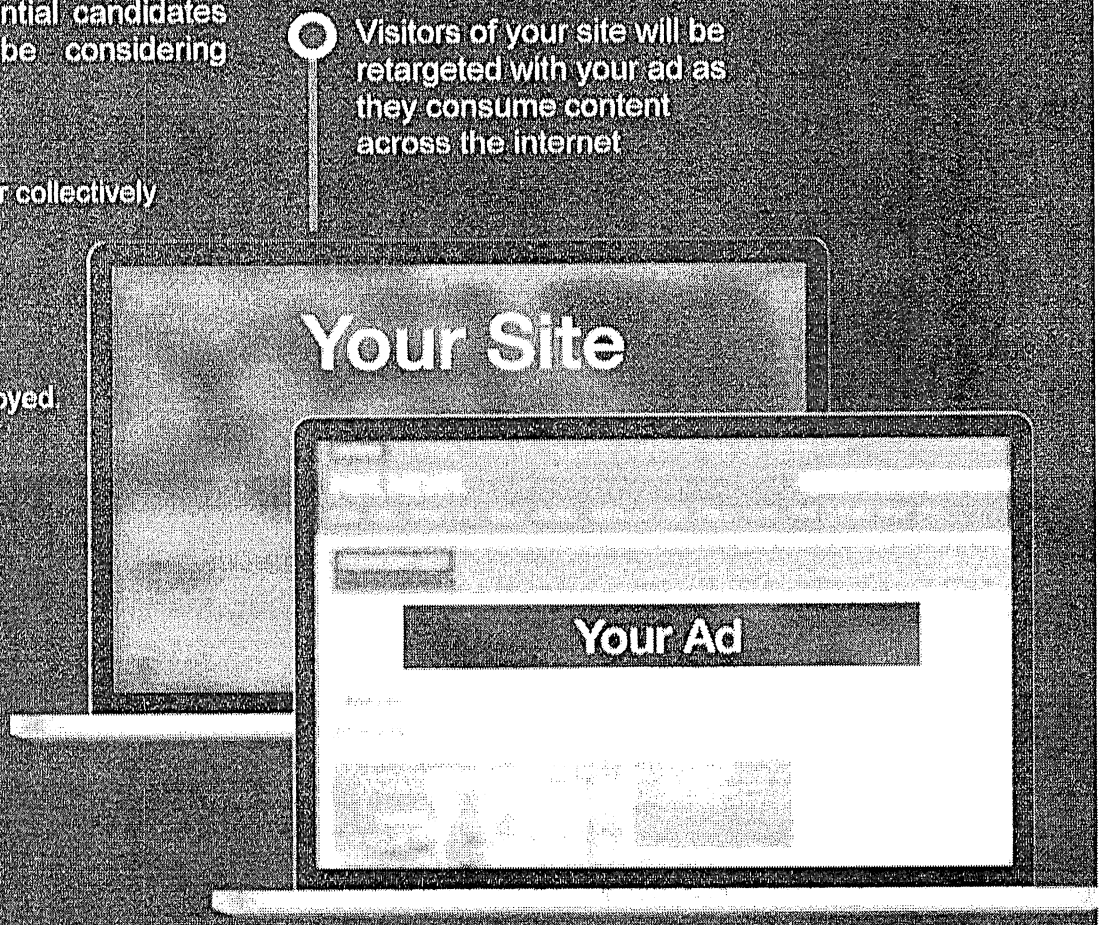
Retargeting

Utilize retargeting to deliver your message to potential candidates who have already shown interest and may be considering employment with Oneida County.

There are two options that can be used individually or collectively
- **Click Retargeting** targets users who have clicked on your banner ad
- **Site Retargeting** targets users who have visited your website

Cross-platform - runs across desktop and mobile
Multiple sets of retargeting creative (2-3) will be deployed

- Sample: Retarget consumers who have visited your:
  - Homepage
  - Form fill page
  - Sign up page



Social Media Solutions

Facebook + Instagram: Link click

Increase traffic to Oneida County's website with Facebook + Instagram driven by traffic, these are clicks related to your specific ad objectives, such as: click to register, click to learn more, etc.

- Cost Per Link Click (CPLC) means cost efficient media spending and free branding
- Engaging users to push conversion and lead generation. Post includes ability to comment, share, like

Facebook + Instagram: Awareness

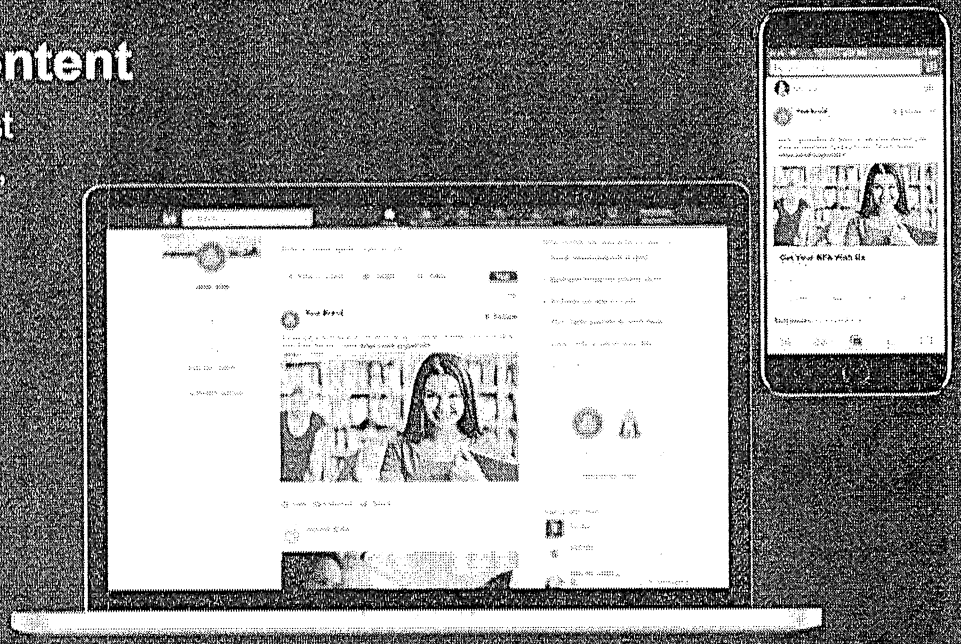
Expand reach to Facebook users who are within your target geography and who fit your target audience. This tactic increases brand awareness among users.

- Target by geo and interests
- All creative options available: carousel, video/ slideshow, single image
- Runs in feed on desktop and mobile

Social Media Solutions (cont'd)

LinkedIn Sponsored & Direct Content

Position your business in front of the largest, most engaged network of professionals and influences, by running your advertising on LinkedIn. Your messaging will run natively within targeted users' feeds.



- Real professional data for real results
- High visibility ads
- Brand safe environment
- Sponsored content post runs in-feed and links to advertisers' site and/or LinkedIn company page
- Cross-Platform (desktop & mobile)

- Sample: job title, company, industry, seniority, education

post that leverages content from your company page and that appears in the feed of your company's followers as well as targeted users

a custom post that appears in the feed of targeted users

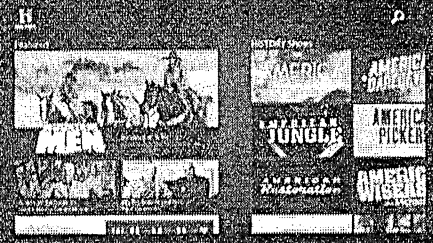
Connected TV OTT

Broadcast your commercial to engaged viewers across Connected TV (CTV) devices. Your video ad will play alongside premium CTV publisher content. Providers include: Turner (CNN), Sling TV (ESPN, TBS, TNT), Discovery, and A&E, and many more.

- Non-skippable, full screen experience
- Premium and uncluttered environment
- Good for branding purposes
- Reach multiple viewers
- Runs on connected TVs:
  - **Smart TVs**
  - **Streaming Devices**, such as: Apple TV, Roku, Amazon Fire TV, Google Chrome,
  - **Game Consoles**, such as: Sony PlayStation, Microsoft Xbox

- Sample- All Residents in Oneida County

Viewer selects publisher video content to watch



Viewer sees 15 or 30 second video ad

Viewer watches publisher video content selected

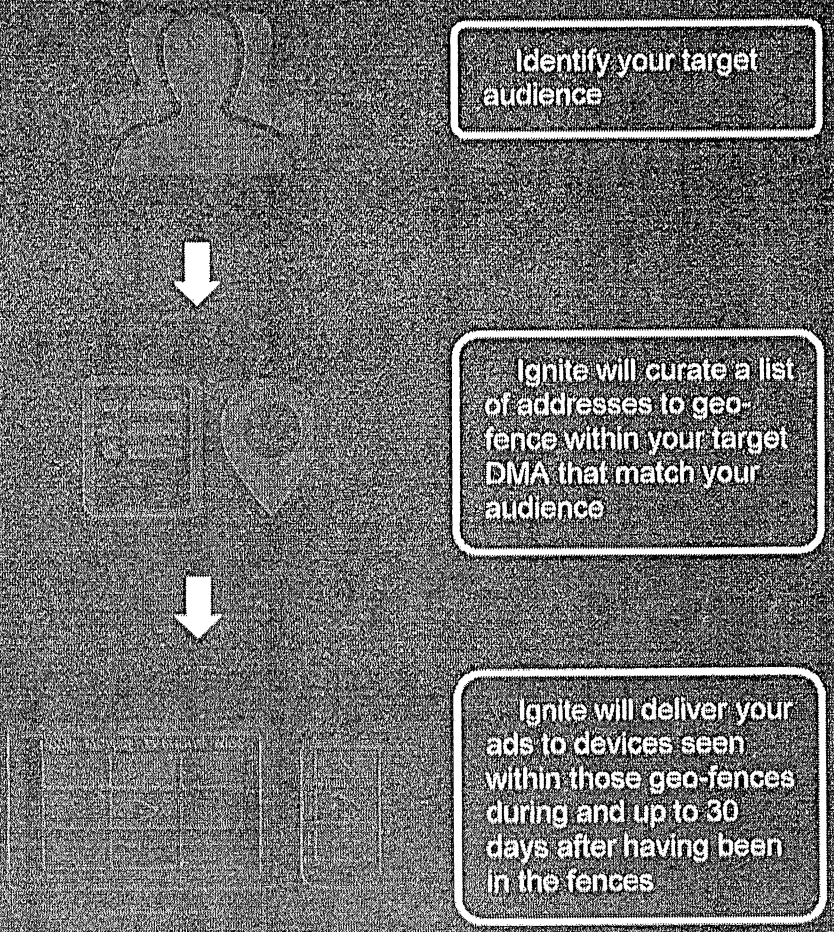
Mocks for illustrative purposes only.
Full screen applies in all cases except inventory running on Xbox.
Video may be pre, mid, or post roll

Demo Targeted Connected TV-OTT

Reach your target audience with OTT video ads. Ignite will curate a list of addresses to geo-fence based on your target DMAs and demographics.

- Ignite will provide the list of addresses
- Runs alongside premium OTT inventory
- Based on comprehensive online & offline demographic data
- Cross-Platform (mobile, desktop, CTV)

- To the following 3 audience segments: Sample: M/F, Ages18-35, Associates Degrees, Oneida County



Identify your target audience

Ignite will curate a list of addresses to geo-fence within your target DMA that match your audience

Ignite will deliver your ads to devices seen within those geo-fences during and up to 30 days after having been in the fences

Email Marketing Solutions

Deliver your message or promotion directly to the inboxes of viable prospects through a targeted email marketing campaign.

- Find engaged and qualified consumers
- Leverage a rich set of offline & online 3rd party audience data
- Receive measurable, timely results
- Full-service creative design based on experience from thousands of campaign executions
- Cross-Platform (desktop & mobile)

- Sample - Male and Females with College Degrees

Notes:
- Guarantee 10% open rate
- Guarantee 1% click-through
- No targeting restrictions

Mocks for illustrative purposes only

Email Marketing- Add on- Solutions

Increase the impact of your email marketing campaign and generate leads through premium add-ons.

Retargeting: email openers and clickers will be retargeted with your ad

Deliver display advertising to your email openers and clickers across the web, on mobile and desktop

- Geo-targeting is available
- Launches 7 days after email deployment
- Runs across mobile and desktop

Receive Insights regarding new leads or customers attributed to the Ignite email marketing campaigns

- Compiled 30 days after email campaign delivery
- Client supplies trailing 30 days CRM list
- 5-7 days later results are delivered
- No Charge
- Only applies to campaigns that run 3+ email campaigns

Purchase postal addresses of email openers & clickers

Mocks for illustrative purposes only

Your Customized Online Job Fair is supported by all 5 of Townsquare Media's Station Websites, and allows you to gather resumes and applications without taking time out of your day. Instead of a One Day Expo, or ineffective job postings, you will have 3 weeks to find potential employees. There is no limit to the number of job postings you list. The Online Job Fair event page will be created exclusively for you.

To reinforce the Online Job Fair, you will also receive 5 Billboard Ads on Townsquare's websites (1 per web site to launch the event). These Billboard Ads will promote the fact you are hiring and will drive people to your employment page on your website when they click on the ad. Our Billboard Ads are high impact display ads that are located on every page of our websites including our mobile sites. Our Billboard Ads are 1020x380 ad that when closed becomes a 1020x76 yet remains in prime placement on all pages of the websites.

This is an immediate and easy way to fill current openings or to create a broad and qualified base of applicants to refer to as soon as you have an opening to fill.

Online

- **Online Job Fair Event Page** created just for your needs that will live on all 5 Townsquare Media Radio Station Websites for 3 weeks
- **Exclusive Leaderboard and Tile Ad** on the Online Job Fair Event Page
- **Logo in Header** on Online Job Fair Event Page
- **5 Billboard Ads** across all 5 Townsquare websites. (1 per website to launch event)
- **Unlimited Job Listings** each linking applicants back to your website to upload their resumes
- **Application Link** listed clearly within the event page for applications that aren't uploading a resume, but filling out an application instead
- **Content Sponsorship** of Employment Related Articles from our local area, New York State, and Federal Statistics during the 3 weeks of your Online Job Fair
- **105 - Promotional Mentions** to air across all 5 Townsquare Radio Stations per week for 3 weeks to promote the online job fair page

Rewarding ... Within Rewarding Programs

Total Broadcast Reach, Extended Digital Reach, Online Job Fair

What better way to explain the rewarding feeling employees take home when working for your business, then by having these employees tell their stories! Take a standard 30-second commercial and showcase 2 employees by having them tell others why they find their career fulfilling. It combines a testimonial with a recruitment ad giving the message double the impact. Who wouldn't want to work at a place that other employees want to be at, and everyone wants to take home a rewarding day at work to discuss at dinner.

The message can encompass different positions available within different programs, or be a general appeal to qualified candidates to apply by checking back to see when a position they want becomes available.

Utilizing Townsquare's Total Broadcast Reach allows recruiters to cast a wide net and gather resumes for every position because the message will air across all 5 Townsquare Radio Properties; WFRG, WLZW, WODZ, WOUR and WIBX.

On Air

10 (:30) Recruitment Testimonials to air on WFRG and WLZW per week for 2 weeks (7-M-F 6a-7p, 3-M-F 7p-12m)
20 (:30) Recruitment Testimonials to air on WODZ, WOUR and WIBX per week for 2 weeks (15-M-F 6a-7p, 5-M-F - 7p-12m)
10 (:30) Recruitment Testimonials to air "in-kind" on WFRG and WLZW per week for 2-weeks (10-M-Su 12m-12m)
20 (:30) Recruitment Testimonials to air "in-kind" on WODZ, WOUR and WIBX per week for 2-weeks (20-M-Su - 12m-12m)
Online Radio - This package comes with matching online radio schedules with one rate.

© Townsquare Media (Confidential) 21

Re-Cap and Investment:

Rewarding Careers Within Rewarding Programs

- Online Job Fair Event Page created exclusively for you that will live on all 5 Townsquare Media Radio Station Websites for 3 weeks
- Exclusive Leaderboard and Tile Ad on the Online Job Fair Event Page
- Logo in Header your Online Job Fair Event Page
- 5 Billboard Ads across all 5 Townsquare websites. (1 per website to launch event)
- Job Listings each linking applicants back to your recruitment page of your website to upload their resumes
- Application Link listed clearly within the event page for applications that aren't uploading a resume, but filling out an application instead
- Content Sponsorship of Employment Related Articles from our local area, New York State, and Federal Statistics during the 3 weeks of the your Online Job Fair
- 105 Promotional Mentions per week for 3 weeks on WFRG, WLZW, WODZ, WOUR and WIBX to promote the Online Job Fair to our listening audience.
- 10 (:30) Recruitment Testimonials to air on WFRG and WLZW per week for 2 weeks (7-M-F 6a-7p, 3 M-F 7p-12m)
- 20 (:30) Recruitment Testimonials to air on WODZ, WOUR, and WIBX per week for 2 weeks (15-M-F 6a-7p, 5 M-F 7p-12m)
- 10 (:30) Recruitment Testimonials to air "in-kind" on WFRG and WLZW per week for 2-weeks (M-Su 12m-12m)
- 20 (:30) Recruitment Testimonials to air "in-kind" on WODZ, WOUR, and WIBX per week for 2-weeks (M-Su 12m-12m)
- Online Radio - This package comes with matching online radio schedules with one rate

Investment for your Exclusive Online Job Fair: $5,080 Net

Authorized Signature/Date: _____

Recruitment Strategies (Sample Plan for Oneida County)

Services		Tactics & Details	Deliverables	Cost
Social Media		LinkedIn Link Click campaign: *DEMO: Adults 18-65+ ; Education Level: College Degree* Facebook Link Click: *Interest in Employment*	200 clicks /mo 330 clicks/ mo	$2,000 /mo $1,000/ mo
Programmatic Display Campaign 2 Tactics + Retargeting		Audience Targeting: Utilize 1st & 3rd party data segments to deliver targeted programmatic display ads to a precise demographic. Target Demo: Adults 18-65+ ; Education Level: College Degree Run of Network: Maximize your presence in market across a wide variety of sites by running ads across Townsquare Ignite's extended network.	124k Impressions per month	$1,000 /mo
Demo OTT		Broadcast your commercial to engaged viewers across Connected TV (CTV) devices. Your video ad will play alongside premium CTV publisher content. Providers include: Turner (CNN), Sling TV (ESPN, TBS, TNT), Discovery, and A&E, and many more. Targeted: College Degree	16,667 Commercials	$1,000/mo
Email Marketing		Deliver your message or promotion directly to the inboxes of viable prospects through a targeted email marketing campaign Target: College Degrees in Oneida County	50,000 Emails	$1,200 per drop

Recruitment Strategies (Sample Plan for Oneida County)

Services		Tactics + Details	Deliverables	Cost
Social Media		Facebook + Instagram Awareness Campaign: *Interest in Employment*	41k Impressions per month --- 83k Impressions per month	$500 /mo --- $1,000 /mo
Programmatic Display Campaign 1 Tactic+ Retargeting		**Run of Network-** Think of this like a digital direct mailer that will reach every IP address within Oneida County. This is only for geo targeting.	173k Impressions per month	$1,000 /mo

The Townsquare Media Process

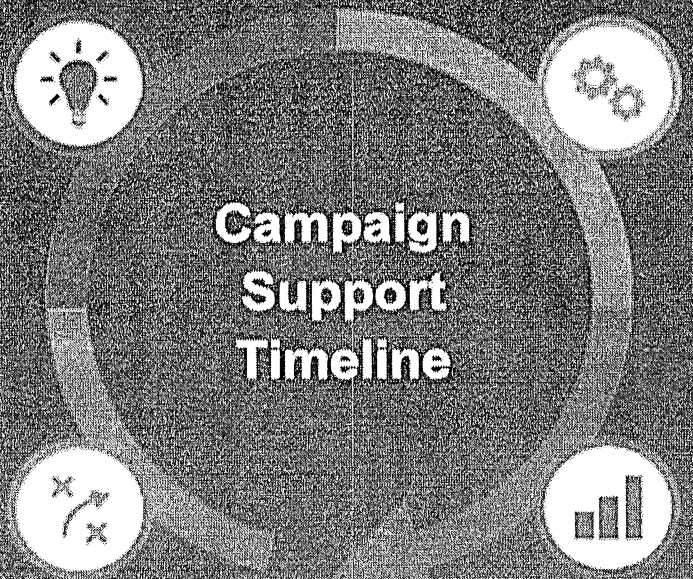
Townsquare Ignite's team of planners, account managers, analysts, and media buyers are armed with experience to provide superior support - from education and analytics to actionable insights and optimizations. Our team of experts will help you maximize your digital budget.

Campaign Setup & Launch

- Our account management team will prepare your campaign for launch and maintain communication with you to ensure all elements are on track
- Our creative services team will design custom ad creative and messaging for your campaign

Strategy & Planning

- Work with our planning team to identify your target audience and create a media plan designed to achieve your KPIs
- We will provide education and information on programmatic strategy and tactics selected for your brand



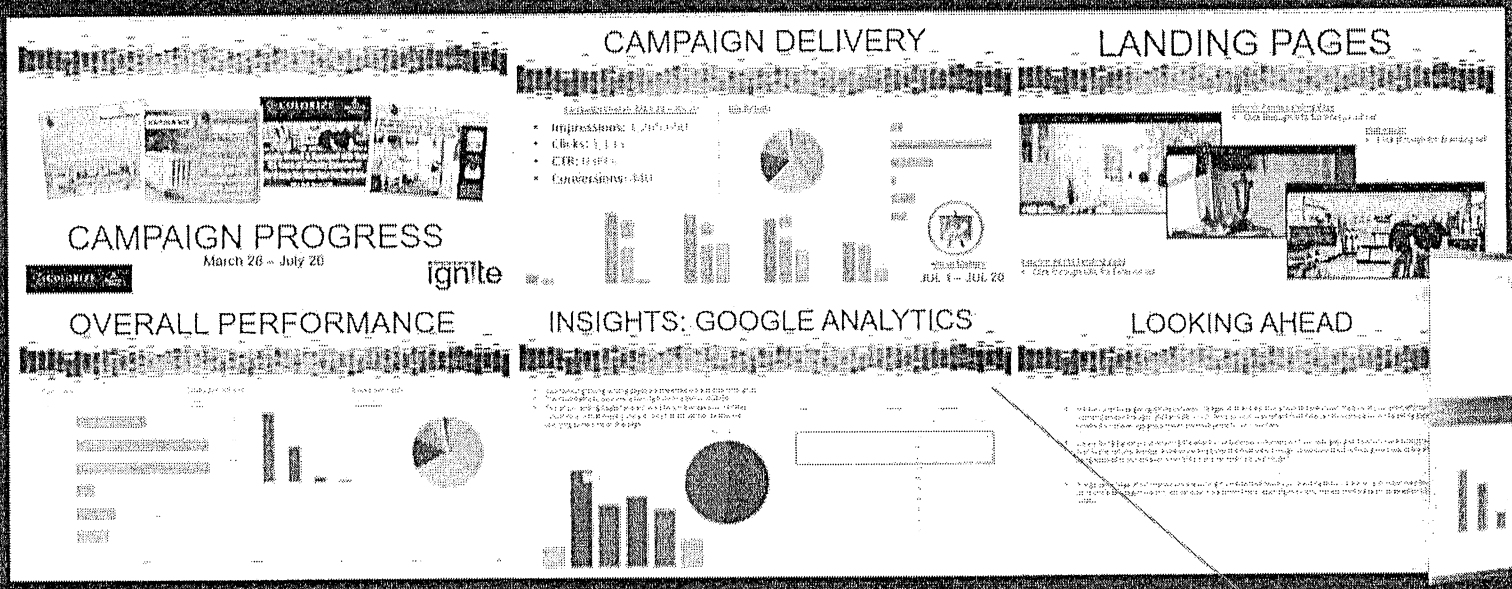
Monitoring & Optimizations

- Our team of experienced media buyers will carefully monitor your campaign and implement optimizations, throughout the flight, directing impressions to the best performing exchanges, tactics and sites
- Reporting will be available 24/7 through dynamic dashboards online

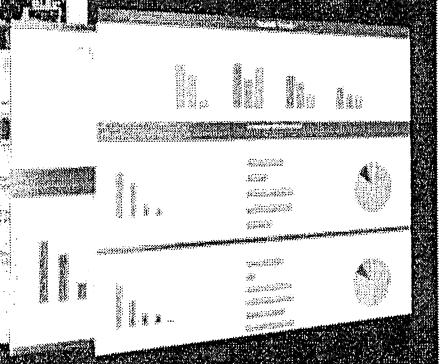
Campaign Analysis

- Our team of account managers and analysts will provide detailed reporting on your campaign performance
- We are also available to provide valuable insights to help guide additional campaigns

Campaign Reporting with Google Analytics



In addition to our monthly reports, you will have 24/7 access to a live-link campaign dashboard, featured below:



Pixels & Conversion Tracking

Used to serve ads to users whom have visited the client site to further their interest in your services

Used to track users who have committed a required action after "being served" or "clicking on" your ad

View-Through: Tracks users whom have seen your ad but DID NOT click on it and found their way to the client's site by another path (ex: search engine, direct visit)

Click-Through: Tracks when users click on your ad and then commit a required action on your site page (typically found on "thank you" or "confirmation" pages)

In addition to monitoring your campaign's performance, we will monitor activity within your Google Analytics account to make sure that the traffic we're sending to your site is **valuable.** We will look at metrics like bounce rate, time on page, avg. session duration, etc. We will also gain insights that we can use to improve our campaign.

It is understood and agreed to by the Proposer that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Proposer") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Proposer.

3. Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County of third parties with regard to the Proposer's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Proposer prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Proposers acknowledge that the County is subject to Article 6 of the Public Officers Law.

9. All references to time contained in this RFP are Eastern Standard Time. Proposers are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Townsquare Media of Utica-Rome, Inc.
Legal name of organization

Karen Carey
Signature

8-17-20
Date

Karen Carey
Printed Name

Market President
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Standard Oneida County Conditions Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the "Addendum – Standard Oneida County Conditions" has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this acknowledgement so requires.

TownSquare Media of Utica-Rome Inc.
Legal name of organization

Karen Carey
Signature

8-17-20
Date

Karen Carey
Printed Name

Market President
Title

Non-Collusion Certification
(GML § 103-d)

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 his/her 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; 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.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Townsquare Media of Utica-Rome Inc.
Legal name of organization

Karen Carey
Signature

8-17-20
Date

Karen Carey
Printed Name

Market President
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Sexual Harassment Prevention Certification

(Lab. Law § 201-g)

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 the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Townsquare Media of Utica-Rome Inc.
Legal name of organization

Karen Carey
Signature

8-17-20
Date

Karen Carey
Printed Name

Market President
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Recycling and Solid Waste Management Certification
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

N/A

Legal name of organization

Signature

Date

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Iran Divestment Act Compliance Certification
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 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 that is in violation of the Act 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 in default.

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

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 his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

N/A

Legal name of organization

Signature

Date

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Purchase of Tropical Hardwoods Prohibition Certification
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that 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.

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 his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

N/A
Legal name of organization

Signature

Date

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

YOUR LOGO HERE

QUOTE

Company Name

Company Slogan

Street Address, City, ST ZIP Code
Phone Phone Fax Fax
Email

INVOICE # NO.
DATE: DATE

EXPIRATION DATE DATE

TO Oneida County
Personnel Department
800 Park Ave
Utica, NY 13501
315-798-5726
Customer ID No.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
		SUBTOTAL	
		SALES TAX	
		TOTAL	

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Oneida County

Certificate of Project Completion

This document certifies that the corresponding project has been successfully completed and acceptable by both the Vendor and the County.

Oneida County PO Number: _____

Project Name: _____

ONEIDA COUNTY PERSONNEL DEPARTMENT

Name: _____ **Title:** _____

Signature_____ **Date:** _____

VENDOR

Name: _____ **Title:** _____

Signature_____ **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 statue 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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

   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.

Anthony J. Picente, Jr
Oneida County Executive

Joseph M. Johnson
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

FN 2021 - 105

February 25, 2021

GOVERNMENT OPERATIONS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Re: Townsquare Media/Selected Vendors for RFP Number 2019-291, Oneida County "Digital Media Advertising and Digital and Internet-Based Recruitment Services"

Dear County Executive Picente:

Attached for your review and approval is a Purchase of Service Agreement for Townsquare Media of Utica/Rome, Inc., relative to the above-referenced RFP. Townsquare is one of three vendors selected as a result of the Oneida County RFP 2020-29 for Digital Media Advertising and Digital and Internet-Based Recruitment Services along with Galaxy Media Partners and LocaliQ.

After careful consideration and comprehensive assessments of the County's needs, these three (3) vendors have been chosen as options for the Digital Media Advertising and Digital and Internet-Based Recruitment Services project. The agreements shall each be for an initial term of three years, with options for two more one year renewals. The exact price for each of these contracts is undetermined at this time, as they are statement-of-work driven, but the annual total for each contract should not exceed $75,000.00.

If you concur with this request, please indicate so by endorsement of this request and please forward the attached agreement to the Board of Legislators for consideration at their next scheduled meeting.

Thank you for your attention to this matter.

Sincerely,

Joseph M Johnson
Commissioner of Personnel

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-15-21

Attachments

Oneida Co. Department: Personnel

Competing Proposal X
Only Respondent _____
Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Galaxy Media Partners, LLC
235 Walton Street
Syracuse, NY 13202

Title of Activity or Service: Digital Media Advertising and Digital and Internet-Based Recruitment Services

Proposed Dates of Operation: Upon execution – three years from execution

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** This Contract is one of three for Digital Media Advertising and Digital and Internet-Based Recruitment Services for the entire County. Townsquare Media, LocalIQ and Galaxy Communications are the vendors.

2) **Program/Service Objectives and Outcomes:** In addition to advertising services, there will also be digital and internet-based outreach, online job fairs, and other media-related activities.

3) **Program Design and Staffing:**

Total Funding Requested: Maximum of $75,000.00 Annually (Statement of Work-Driven) **Account:** #A1430.495

Oneida County Dept. Funding Recommendation: $75,000.00

Proposed Funding Sources (Federal $/ State $/County $): County

Mandated/Not Mandated: Mandated

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

MASTER SERVICES AGREEMENT

This Information Technology Master Services Agreement (the "Agreement") is by and between **GALAXY MEDIA PARTNERS, LLC,** a foreign limited liability company authorized to do business in the State of New York, whose principal place of business is 235 Walton Street, Syracuse, New York, hereinafter called the "Vendor," and **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York, hereinafter called the "County." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The Vendor provides Digital Media Advertising and Recruitment Professional Services, as hereinafter defined, related to **RFP Number 2019-291, Oneida County "Digital Media Advertising and Digital and Internet-Based Recruitment Services,"** attached hereto and incorporated herein as Exhibit "B." The parties have agreed that the Vendor will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The Vendor shall provide to the County the following services, as requested, and as provided for in the Vendor's Proposal, a copy of which is attached hereto as Exhibit "C." Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services."

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to, a variety of media development and digital and internet-based advertising services to assist the County's departments in their recruitment efforts, along with any services incidental to or in support of those services.

(b) Multiple Vendors. The County reserves the right to utilize as many different vendors as it, in its sole discretion, determines to be necessary for the performance of any individual Professional Service. The Vendor hereby acknowledges that it is aware of this, and it understands and acknowledges that the County is not guaranteeing any minimum number of hours the Vendor will be utilized, nor is the County making any promises as to the exclusivity of the assignment of the Vendor to any Professional Service.

1.2. Provision of Professional Services. The Vendor will provide the services as set forth in each SOW, and the County will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services called for in any SOW. The process for submission and approval of an SOW is as follows:

(a) Negotiation. The Vendor and the County shall negotiate the Professional Services to be completed by the Vendor, based upon the needs of the County.

(b) Quote & Proposed SOW. Once the negotiations have been completed, the Vendor shall submit a detailed quote and proposed SOW to the County. The form of the proposed SOW

shall conform to that of the aforementioned Exhibit "A," attached hereto. A sample quote has been attached to this Agreement as Exhibit "D." The quote and/or the proposed SOW shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what subcontractors the Vendor intends to utilize in the performance of the work covered by the proposed SOW. If the quote and proposed SOW are unacceptable to the County, for any reason, further negotiations may be conducted.

(c) *Signed SOW & Purchase Order.* If the quote and proposed SOW are acceptable to the County, the County shall execute the SOW, and shall return a signed copy of the SOW to the Vendor along with a purchase order.

(d) *Performance of Work.* Once the signed SOW and purchase order have been received, the Vendor shall begin to perform the Professional Services covered by the SOW. Under no circumstances is any work to be undertaken without a signed SOW. The Vendor agrees and hereby acknowledges that any expenditures or costs incurred by the Vendor prior to their receipt of a signed SOW are undertaken entirely at their sole risk and expense.

(e) *Certificate of Completion.* At the completion of all the Professional Services called for in a signed SOW, the Vendor shall provide the County with a certificate of completion, signed by a representative of the Vendor. A sample of this certificate of completion is attached hereto as Exhibit "E." Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to the Vendor.

1.3. Deliverables.

(a) *Acceptance & Rejection.* Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the County provides Vendor written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided the Vendor with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the Vendor will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties will again follow the acceptance procedures set forth in this Subsection 1.3(a).

(b) *License to Deliverables.* Effective upon Acceptance of each Deliverable, the Vendor grants the County a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below in Subsection 1.3(c).

(c) *Restrictions on Deliverables Rights.* The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). The Vendor retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

2.1. Payment. The County will pay Vendor the fees as set forth in each SOW, and shall reimburse such expenses as Vendor reasonably incurs in provision of the Professional Services.

2.2. Vouchers. Such payment shall be made by the County after receipt of vouchers presented by the Vendor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Article 2.1; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

3.2. Injunction. The Recipient agrees that breach of this Article 2.1 would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the

Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

3.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

3.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4. HIPAA DISCLOSURES

4.1. HIPAA Assurances. In the event Vendor creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Vendor shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the Vendor

conducts standard transactions for or on behalf of the County;

(f) Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Vendor becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Vendor's obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

4.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that the Vendor breaches any term in this Section. Alternatively, the County may give written notice to the Vendor in the event of a breach and give the Vendor five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to the Vendor if the County reasonably determines that the Vendor has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, the Vendor hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

4.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, the Vendor shall either return or destroy all PHI received from the County or created or received by the Vendor on behalf of the County in which the Vendor maintains in any form. The Vendor shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the Vendor determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the Vendor shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the Vendor to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as the Vendor maintains such Protected Health Information.

4.4. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply

only to themselves and are not for the benefit of any third party beneficiaries.

4.5. Amendment. The Vendor and the County agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both parties.

4.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

4.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

4.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

5. REPRESENTATIONS & WARRANTIES.

5.1. From Vendor. The Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3) years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 5.1, the Vendor, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.

5.2. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

5.3. Warranty Disclaimers. Except as set forth above in this Article 4, the Vendor PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

6. INDEMNIFICATION.

6.1. From Vendor. The Vendor will defend and indemnify the County and the County's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any

third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Vendor or of any of its agents, subcontractors, or employees. The Vendor's obligations set forth in Subsection 6.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the County's breach of this Agreement; (ii) revisions to the Deliverable made without the Vendor's written consent; (iii) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the Vendor's design or modification of the Deliverable in compliance with specifications provided by the County; or (v) use of the Deliverable in combination with hardware or software not provided by the Vendor, unless (A) the SOW, or other documentation provided by the Vendor or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The Vendor's obligations set forth in Subsection 6.1(b) above do not apply to the extent that an Indemnified Claim arises out of the County's breach of this Agreement.

6.2. From County. The County will indemnify and defend the Vendor and the Vendor's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 6.2 above include, without limitation: (i) claims by any of the County's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 6.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 6.1(a) above.

6.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 6.1 or 6.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

7. INSURANCE

7.1. The Vendor 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.

(a) Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

(i) 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.

(ii) The 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).

(b) Workers' Compensation and Employer's Liability: Statutory limits apply.

(c) Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL limits).

(i) The County and any other parties required by the County shall be included as additional insureds. PL 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).

7.2. Waiver of Subrogation: the Vendor 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 CGL, PL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

7.3. Certificates of Insurance: Prior to the start of any work, the Vendor 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 each of the Vendor's policies. 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 thirty (30) days prior written notice has been given to the County.

8. LIMITATION OF LIABILITY.

8.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.2. Exclusions. This Article 8.2 does not apply to: (a) claims pursuant to Article 3 (*Confidential Information*) or Article 6 (*Indemnification*) of this Agreement; or (b) claims for attorneys'

fees or other litigation costs the County becomes entitled to recover as a prevailing party in any action.

9. TERM & TERMINATION.

9.1. Term. The term of this Agreement will commence on the date it is executed by both parties (the "Effective Date") and continue for an initial term of three (3) years. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the parties.

9.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach.

9.3. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice. On the date of such termination, County will pay Vendor for those services provided up to the date of such written termination.

9.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of County to pay fees incurred before termination; (b) Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 5.3 (*Warranty Disclaimers*), 6 (*Indemnification*), 8 (*Limitation of Liability*), and 11.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

10. INDEPENDENT CONTRACTORS

10.1. It is expressly agreed that the relationship of the Vendor to the County shall be that of an independent contractor. None of the Vendor's officers, agents, directors or employees shall be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Vendor, in accordance with the Vendor's status as an independent contractor, covenants and agrees that none of the Vendor's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither 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.

10.2. The Vendor warrants and represents 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 Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

10.3. None of the Vendor's officers, agents, directors or employees shall be eligible for compensation from the County due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.

10.4. The Vendor acknowledges and agrees that none of its officers, agents, directors or employees

shall be eligible for any County employee benefits, including retirement membership credits.

10.5. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Vendor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Vendor's form of business organization. With respect to the Vendor's officers, agents, directors and employees, this responsibility shall include 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 Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

10.6. The Vendor 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.

10.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's independent contractor status, it is agreed that both the County and the Vendor 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.

10.8. The Vendor agrees to comply with federal and state laws, as supplemented, with the United States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

11. MISCELLANEOUS.

11.1. Feedback. The Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the County or any user provides to the Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the County or the User in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the County transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

11.2. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the Vendor*:

(b) *For the County*: Oneida County Commissioner of Personnel, 800 Park Avenue, Utica, NY 13501 ***and***

11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, pandemics or other public health emergencies, embargoes, or other causes beyond the performing party's reasonable control.

11.4. Subcontractors. The Vendor shall not subcontract any work to be performed under this Agreement without the prior written consent of the County, and any permitted subcontractor shall agree, in writing, to be bound by the terms of this Agreement as if it were the Vendor under this Agreement. The Vendor shall be responsible to the County for any failure by any subcontractor to comply with the terms of this Agreement.

11.5. Assignment & Successors. The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Section 11.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

11.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

11.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

11.8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 10.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

11.9. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOW's taking precedence over later ones.

11.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by

reason of authorship.

11.11. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

11.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

11.14. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

11.15. Advice of Counsel. Each arty acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

11.16. Assignment. No party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

By: _____
(signature)

Name: **Anthony J. Picente, Jr.**

Title: **Oneida County Executive**

Date: _____

Approved

_____
Robert E. Pronteau
Assistant County Attorney

Galaxy Media Partners, LLC

By: _____
(signature)

Name: Edward F. Levine

Title: **Member**

Date: _____

LLC CERTIFICATE OF AUTHORITY

I, _____, a _____ of
(Name) (Specify Member or Manager)

_____ LLC, a limited liability company organized
(Name of Company)

and existing under the laws of the State of _____, (the

"Company"), hereby certify: (i) that _____ LLC is run by
(Name of Company)

_____; (ii) that _____
(Specify if run by its Members or a Manager) (Name of signer of contract documents)

is a _____ of _____ LLC; and (iii)
(Specify Member or Manager) (Name of Company)

that as such, _____, pursuant to the articles of

organization and the operating agreement is empowered and authorized, on behalf of the

Company, to execute and deliver contracts and amendments thereto, and all documents

required therewith and associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of the LLC this _____ day of _____, 20___.

[or, if the LLC has no seal]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of _____, 20___. The LLC has no seal.

If the LLC has a seal, place it here

_____
Print Name:
Its: Member / Manager

EXHIBIT A

STATEMENT OF WORK NUMBER ____

Project Title: _____

This Statement of Work Number ____ (this "SOW") is entered into pursuant to the _____ [date] Master Services Agreement (the "Agreement") by and between _____ ("Vendor") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor will provide the following services: [Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

_____

II. County Cooperation. County will reasonably cooperate with Vendor in the provision of services and will provide the following assistance to Vendor: [Insert description of County responsibilities, or insert "N/A" if not applicable.]

_____

III. Payment. County will pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

_____

IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

_____

This SOW is effective as of the latest date of execution set forth below.

CUSTOMER	**VENDOR**
By: _____	By: _____
(signature)	(signature)
Name: _____	Name: _____
(print)	(print)
Title: _____	Title: _____
Date: _____	Date: _____

Request for Proposals for
DIGITAL MEDIA ADVERTISING AND DIGITAL AND INTERNET-BASED RECRUITMENT SERVICES
RFP No. 2020-291

Sealed Requests for Proposals (RFPs), subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF PURCHASING, until 4:30 p.m. on Tuesday August 18, 2020.

Specifications MUST be RECEIVED from the Oneida County Purchasing Department at 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 Purchasing Department.

The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Purchasing Department at 800 Park Avenue, Utica, New York 13501

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.

Mello Testa
Director of Purchasing

Dated: August 4, 2020

It is understood and agreed to by the Proposer that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Proposer") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Proposer.

3. Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County of third parties with regard to the Proposer's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Proposer prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Proposers acknowledge that the County is subject to Article 6 of the Public Officers Law.

9. All references to time contained in this RFP are Eastern Standard Time. Proposers are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

_____ _____

Legal name of organization Signature

_____ _____

Date Printed Name

_____

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

REQUEST FOR PROPOSALS FOR DIGITAL MEDIA ADVERTISING AND DIGITAL AND INTERNET BASED RECRUITMENT SERVICES

1. INTRODUCTION

The County of Oneida is seeking a recruitment advertising firm that has a reputation as a service leader in the recruitment advertising industry and is known for their flexibility and innovative solutions for delivering efficient stream-lined results within a specified timeframe and targeted budget. The County of Oneida is interested in employee recruitment branding strategies; targeted discipline-specific advertising; and talent acquisition/management analytics. The County needs to be able to attract applicants to our jobs cost-effectively and when applicable, move beyond job boards to other recruitment strategies.

2. SCOPE OF WORK (SPECIFICS):

A. Recruitment advertising for Oneida County is based upon available positions. Unless there are a large number of anticipated retirements, the hiring needs are variable from department to department within the County, and will also fluctuate based upon civil service testing and hiring lists. A successful proposer should account for this variability and fluctuation in their proposal, and provide specific solutions to accommodate the same.

B. The successful proposer shall provide a variety of media development and digital advertising services to assist the County's departments in their recruitment efforts.

C. All such services available by the proposer should be clearly delineated in the proposal. Examples of all services offered by the proposer should be included, in digital and/or hard copy format.

D. Within the County, each department's need for the proposer's services may vary by division or recruitment effort. The department and the successful proposer shall meet to create a timeline and work plan for upcoming recruitment efforts. The successful proposer shall provide to each department a proposal for available services and pricing options from which to choose for each recruitment effort.

E. The successful proposer shall submit to each department and to the County Personnel Department for their approval all elements of any materials to be produced or placed hereunder, including, but not limited to, all copy, layouts, slogans, websites, artworks, graphic materials, and photography, in digital and/or hard copy format, as appropriate to the materials in question, or as the successful proposer and the department agree.

F. The successful proposer shall provide the services on an as-needed basis; no minimum service levels or payment levels will be included in the contract. Each County department shall advise the successful proposer of the desired schedule for the services needed, and provide advanced notice of any changes to the proposed schedule.

3. OWNERSHIP OF WORK PRODUCT

All work products including digital forms produced or created by the proposer as a result of or related to the performance of work or services under this RFP will be the property of Oneida County. The vendor may not prepare or disseminate any studies, papers or written, audio or video materials about this program without the participation and written permission of Oneida County.

4. QUALIFICATIONS AND EXPERIENCE

Please see Sections 5(C), (D) and (F) of these specifications as they describe the qualification and experience submission requirements.

5. TECHNICAL PROPOSAL REQUIREMENTS

Please submit a Technical Proposal that completely addresses all of the requirements described in these specifications, as well as the information listed below. Failure to include the items as specified may result in disqualification:

A. Statement of Name, Location, Form of Business Ownership and Officers/Principals-Please provide legal name of business, location of incorporation, address used for legal process, address of office providing services (if different), and form of business (corporation, professional corporation, partnership, sole proprietorship, limited liability corporation, limited liability professional corporation, etc.). If a partnership, please list partners' names and percentage of ownership of each partner. If the business is any form of a privately held corporation, list shareholders that hold individually more than 10% of the total shares. If the business is any form of a publicly held corporation, list individual shareholders that control more than a 10% of the outstanding shares. State the names and titles of all officers and/or principals of the business.

B. Statement of business ability to legally provide professional services in New York State.

C. Proposed Consulting Staff Qualifications and Individual Experience - The proposed project organization and key staffing for the project shall be presented. Key individuals must be presented by name. Summaries of individual qualifications should reflect experience with similar efforts noted as the anticipated scope of services in this solicitation.

D. Firm's Experience in the last 5 years related to the anticipated Scope of Services. The submittal shall include a minimum of four examples of the firm's related projects within the last 5 years that demonstrate ability to provide services for this project. It shall include a description of the project, the services provided, the duration of the project and contract value.

E. Project Specific References - The submittal shall include five customer references including organization, contact information, project name and contract value.

F. Company Qualifications and Experience:

i. Provide a brief history of the company including the number of years in business providing digital media advertising and recruitment services.
ii. Provide a list that includes name and responsibilities of staff expected to be assigned to this project.
iii. Describe your experience working with government entities and municipal organizations with digital media advertising and recruitment.
iv. Provide three (3) references from entities (preferably municipal organizations) for which your company is currently providing digital media advertising and recruitment services similar to the specifications of this solicitation. Provide the following information for each reference:

a. Name and address of organization.
b. Name and title of primary contact with telephone number, fax number and e-mail address.
c. Description of the services provided including print or digital media in all formats, online job fairs or similar efforts, and other related services.

G. Sample Standard Contract Agreement- The submittal must include a copy of the Proposers Standard Contract Agreement for the services being proposed.

H. Required Documentation - the Proposal, Standard Oneida County Conditions Acknowledgement, Non-Collusion Certification, Sexual Harassment Prevention Certification, Recycling and Solid Waste Management Certification, Iran Divestment Act Compliance Certification and the Purchase of Tropical Hardwoods Prohibition Certification.

I. The County may request a demonstration/presentation of the services offered by the Proposer after submissions have been closed.

J. All costs associated with the preparation of a proposal in response to the RFP shall be the responsibility of the proposer submitting the proposal. The County of Oneida will not be responsible for any expenses in the preparation and/ or presentation of the proposal.

6. COST PROPOSAL REQUIREMENTS

A. Proposer's submission shall clearly state all costs, including fees, surcharges and any other expenses, for any of the products and services included within the proposal.

7. EVALUATION PROCESS

Proposals will be evaluated by a review committee. The review committee shall review and evaluate each of the proposals using the criteria described below in the section entitled "Evaluation Criteria." Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations.

The County of Oneida reserves the right to seek clarification of information submitted in response to this RFP, request additional information and/or request interviews or presentations during the evaluation process.

The County of Oneida reserves the right to reject any or all proposals or parts of proposals.

8. EVALUATION CRITERIA

Proposals will be screened for completeness and compliance with the requirements described in these specifications. Every proposal submitted will be reviewed in accordance with the following criteria:

A. Compliance with requirements as outlined in these specifications.

B. Qualifications

C. Relative Experience

D. Ease of Availability of Service to Oneida County

E. References

F. Ability to meet the intent of program

9. AWARD

The County reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of Oneida County.

The County of Oneida reserves the right to accept any submittal and/or parts thereof and/or to reject any and all submissions, or to waive any irregularities in the submissions if it is determined to be in the best interest of Oneida County.

The award of a contract is contingent upon the successful execution of the formal contract agreement and upon budget approval.

10. PROCUREMENT RULES AND INFORMATION.

A. CONTACT PERSON.

Joseph Johnson
Commissioner
Oneida County Personnel Department
800 Park Ave
Utica, New York 13501
Phone: 315-798-5726
Fax: 315-798-6490
Email: labor@ocgov.net

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Personnel Department, at labor@ocgov.net. **Questions shall be submitted no later than 12:00 p.m. on Tuesday August 11, 2020.**

VENDORS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON, OTHER THAN THE DIRECTOR OF PURCHASING OR HIS DESIGNEE, SHALL BE DISQUALIFIED FROM SUBMITTING.

Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

B. CALENDAR OF EVENTS.

Last Day for Questions: August 11, 2020

Close of RFP: August 18, 2020

All proposals must be received by the **Purchasing Department, 800 Park Avenue, Utica, New York 13501** by that time.

C. MODIFICATION AND WITHDRAWAL OF PROPOSALS. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

Standard Oneida County Conditions Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the "Addendum – Standard Oneida County Conditions" has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this acknowledgement so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL
ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into by and 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 statue 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.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Non-Collusion Certification
(GML § 103-d)

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 his/her 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; 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.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Sexual Harassment Prevention Certification

(Lab. Law § 201-g)

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 the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Recycling and Solid Waste Management Certification

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Iran Divestment Act Compliance Certification
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 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 that is in violation of the Act 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 in default.

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

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 his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Purchase of Tropical Hardwoods Prohibition Certification
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that 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.

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 his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Galaxy Media Partners
Oneida County Department Digital
Marketing Strategy

OUTLINE

1. Galaxy Media's Partnership/Team
2. References
3. Onboarding timeline
4. Campaign Timeline
5. Our products and services
6. Pricing/packages
7. Next steps

Galaxy Media's Partnership with Vici Media Inc.

Galaxy Media Partners began working with Vici Media Inc. in January 2018. Vici Media Inc. was started in 2014 as a full-service digital advertising technology company. We specialize in white labeled solutions for media groups and advertising agencies including sales training, media planning, online ad buying, reporting, and optimization of campaigns. We do this by utilizing a multi-platform approach to digital advertising which includes Targeted Display Ads (Behavioral, Keyword, Artificial Intelligence), Geo-Targeting, Video Ads including OTT and YouTube, Retargeting, PPC, SEO and Reputation Management, Facebook and Instagram, Mobile Conquesting, Native Advertising, Household IP Targeting, Online Audio, Live Chat, Address Targeting, Address Retargeting and Amazon Targeting.

Vici Media Inc. on average serves, 150 million impressions a month. Vici works with an estimated 444 Private Marketplaces (PMPs) and 1385 Ad Exchanges, through their Demand Side Platforms (DSPs) partners. We use multiple DSPs (Demand Side Platforms) to offer the most diverse and targeted product set and inventory that reaches a majority of online inventory. Additionally, vici integrates with top 3rd party data providers like BlueKai, DoubleVerify, Eyeota, Factual, Lotame, and Oracle, with various audiences that can be targeted are available to use. Vici works closely with technology partners and are involved in "beta tests" for new products and offer feedback and direction to shape and improve the platforms to buy across.

Galaxy Utica
520 Seneca Street
Suite 101
Utica, NY 13502
Phone: 315-797-1330
Fax: 315-738-1073

Galaxy Syracuse
235 Walton Street
Syracuse, NY 13202
Phone: 315-472-9111
Fax: 315-472-1888

Vici Media Inc.
The Bourse Building
111 S Independence Mall E. Suite 910
Philadelphia, PA 19106
Phone: (267) 428-0212

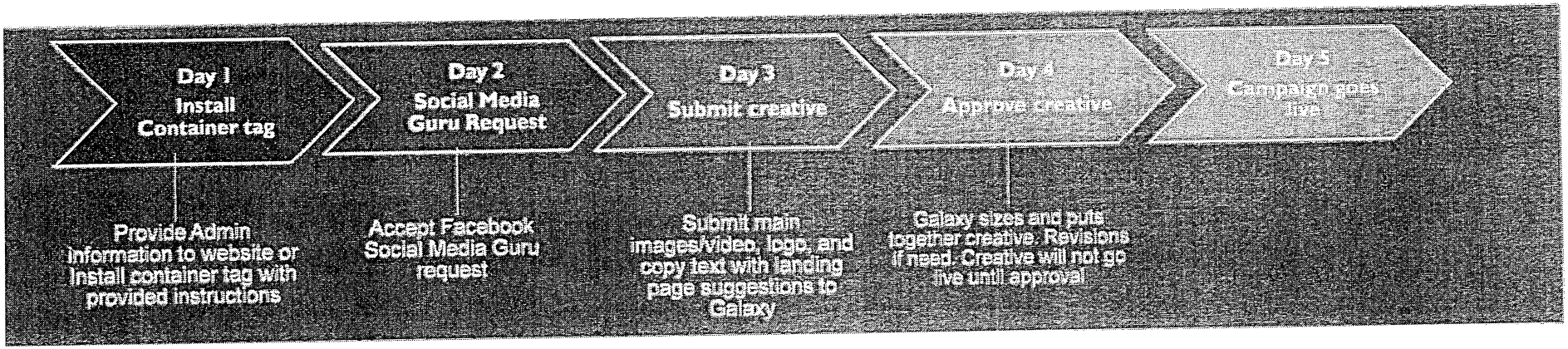
Cosmina Schulman
Chief Revenue Officer

Simone Palumbo
Digital Specialist

Project Specific References

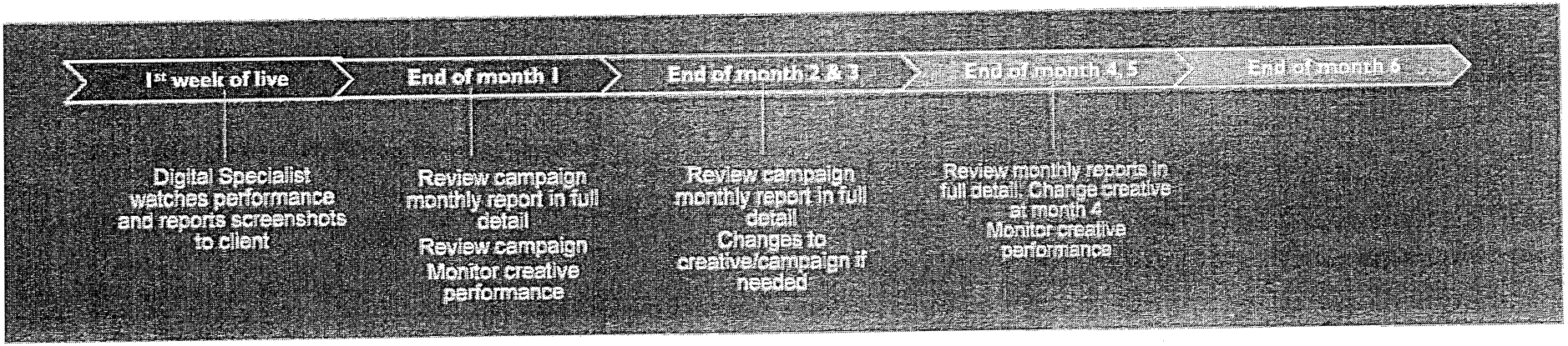
Clinton Tractor & Implement Co.	John Calidonna Owner john@Clintontractor.net P: 315-853-6151	31 Meadow St, PO Box 262 Clinton, NY 13323	Digital Media- Mobile Conquesting & Social Advertisement
Williams Fence of CNY Inc.	Dan Williams Owner farmfencegirl@gmail.com P: 315-841-4910	2033 Brothertown Rd, Deansboro, NY 13328	Digital Media- SEO, Native Display, and Social Advertisements
Dr. Obieds Med Spa	Cora Hauck Medical Assistant/ Office Manager chauck.hjobeid@outlook.com P:315-336-8302	91 Perimeter Rd #180, Rome, NY 13441	Digital Media- Social & Mobile Conquesting
Nunn's Home Medical Equipment	Rachel Smith Executive Assistant rsmith@Nunnshme.com P:315-339-4084 F:315-339-4134	1340 Floyd Avenue Rome NY13440	Digital Media- SEO
Berkshire Farm Center & Services for Youth	Christina Johnson Foster Care and Adoption Home Finder P:315-454-4700	1065 James Street, Syracuse, NY 13203	Digital Media- Native Display

Onboarding Timeline



*estimated 1 business week, can vary depending on revisions

Campaign Timeline



OUR PRODUCTS/SERVICES

1. Social Media Ads: Your ads will be shown on all devices and can be display or video ads, and can be placed across any of the Facebook owned advertising platforms.

Targeting Oneida County, Behavioral Targeting, Retargeting

2. Native display/video : Your ads go across all devices and match the look, feel and context of the website or app where they are seen, using targeting strategies.

Targeting Oneida County, Behavioral Targeting, Keyword Targeting, Artificial Intelligence Targeting, and Retargeting.

3. Video Pre-Roll: Using :15 or :30 video ads to target your ads to the audience you want to reach.

Targeting Oneida County, Behavioral Targeting, Keyword Targeting, Retargeting

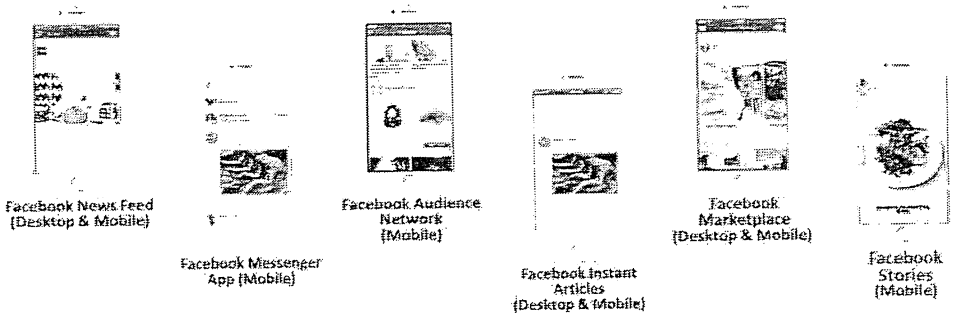
Social Media

Facebook & Instagram Ads

Your ads will be shown on all devices and can be display or video ads, and can be placed across any of the Facebook owned advertising platforms

Where your Ad will run

Facebook News Feed, Facebook Messenger, Facebook Audience Network (apps owned by Facebook) Facebook Marketplace, Facebook Stories, Instagram News Feed.



How we will target

Categories:

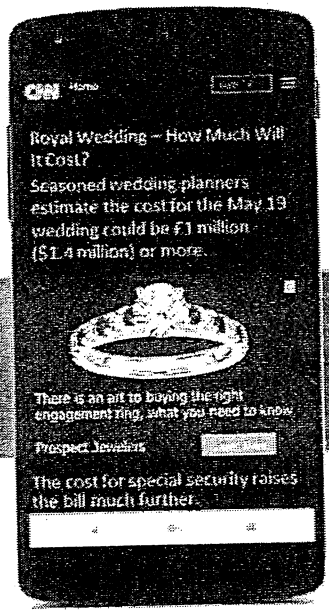
Based on characteristics and digital profiles that reflect your target demographic in Oneida County

Types of ads we can run

Single Image or Carousel Ads, Event Response, Job Listings, Branded Content Ads

Native Display Ads

Native display or video ads go across all devices and match the look, feel and context of the website or app where they are seen, using targeting strategies.



Where your Ad will run

On over 110,000 different websites your consumer is visiting.

Types of ads we can run

Your ads could be any of hundreds of formats depending on the device and website or app where it appears. When the Native ad appears on another website it looks different. Colors change, fonts change, format can change – that's what makes it a Native ad.

How we will target

Behavioral Categories: Showing your Native display or video ads to specific consumers based on their previous on-line behavior, across all devices. Consumers visit websites and their behaviors are tracked. Then Actions such as: website visits, page views, clicks, searches, repeat visits, time spent, etc. This info is compiled into Behavioral Categories we can target with Native display or video ads.

Keywords – Showing your Native display or video ads on webpages and apps that contain keywords related to your business, across all devices.

Targeting a list up to 500 key words

Artificial Intelligence (AI) – Showing your Native display or video ads to people using machine learning to target consumers based on who is engaging with the ad, across all devices.

Retargeting– Following people after they leave your website and showing them your Native display or video ad, on other websites and apps they go to, across all devices

Video Pre-Roll Ads

Video ads go across all devices, appearing on websites or apps, using targeting strategies for Pre-Roll

Where your Ad will run

On over 110,000 different websites your consumer is visiting.

Types of ads we can run

The ads that play BEFORE the content plays

How we will target

Behavioral Categories: Showing your :15 or :30 video pre-roll ads to specific consumers based on their previous on-line behavior, across all devices.

Consumers visit websites and their behaviors are tracked. Actions such as: website visits, page views, clicks, searches, repeat visits, time spent, etc.

This info is compiled into Behavioral Categories we can target with video pre-roll ads.

Keywords – Showing your :15 or :30 video pre-roll ads on webpages and apps that contain keywords related to your business, across all devices.

Targeting a list up to 500 key words

Artificial Intelligence (AI) –Showing your :15 or :30 video pre-roll ads to people using machine learning to target consumers based on who is engaging with the ad, across all devices

Retargeting– Following people after they leave your website and showing them your :15 or :30 video pre-roll ad, on other websites and apps they go to, across all devices.

Pricing/packages

		Package One: $2,500/month each product	Package Two: $6,000/month all three products
SOCIAL MEDIA ADS	Target Audience: A18+ | Categories: Job Fair; Job Hunting; Job Interview; Application for Employment; Career Development; Higher Education; Employment; Entry-Level Job; Professional Development; Career; Leadership IPSUM	100,000 Impressions Per Month $25.00 CPM	80,000 Impressions Per Month $25.00 CPM
Native Display Ads	Target Audience: Government; Job Fair; Job Hunting; Leadership; Community Leaders; Government Jobs	208,333 Impressions Per Month $12.00 CPM	166,667 Impressions Per Month $12.00 CPM
Pre-Roll	Target Audience: Government; Job Fair; Job Hunting; Leadership; Community Leaders; Government Jobs	92,592 Impressions Per Month $27.00 CPM	222,223 Impressions Per Month $27.00 CPM

Galaxy Media Partners

Cosmina Schulman
Chief Revenue Officer
Cschulman@galaxymediapartners.com
971-488-5853

Simone Palumbo
Digital Specialist
Spalumbo@galaxymediapartners.com
315-7174931

GALAXY MEDIA radio | events | sports marketing | digital

Request for Proposals for
DIGITAL MEDIA ADVERTISING AND DIGITAL AND INTERNET-BASED RECRUITMENT SERVICES
RFP No. 2020-291

Sealed Requests for Proposals (RFPs), subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF PURCHASING, until 4:30 p.m. on Tuesday August 18, 2020.

Specifications MUST be RECEIVED from the Oneida County Purchasing Department at 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 Purchasing Department.

The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Purchasing Department at 800 Park Avenue, Utica, New York 13501

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.

Mello Testa
Director of Purchasing

Dated: August 4, 2020

It is understood and agreed to by the Proposer that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Proposer") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Proposer.

3. Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County of third parties with regard to the Proposer's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Proposer prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Proposers acknowledge that the County is subject to Article 6 of the Public Officers Law.

9. All references to time contained in this RFP are Eastern Standard Time. Proposers are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Galaxy Media Partners
Legal Name of organization

8/12/20
Date

Cosmina Schulman
Signature

Cosmina Schulman
Printed Name

CRO
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

J. All costs associated with the preparation of a proposal in response to the RFP shall be the responsibility of the proposer submitting the proposal. The County of Oneida will not be responsible for any expenses in the preparation and/ or presentation of the proposal.

6. COST PROPOSAL REQUIREMENTS

A. Proposer's submission shall clearly state all costs, including fees, surcharges and any other expenses, for any of the products and services included within the proposal.

7. EVALUATION PROCESS

Proposals will be evaluated by a review committee. The review committee shall review and evaluate each of the proposals using the criteria described below in the section entitled "Evaluation Criteria." Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations.

The County of Oneida reserves the right to seek clarification of information submitted in response to this RFP, request additional information and/or request interviews or presentations during the evaluation process.

The County of Oneida reserves the right to reject any or all proposals or parts of proposals.

8. EVALUATION CRITERIA

Proposals will be screened for completeness and compliance with the requirements described in these specifications. Every proposal submitted will be reviewed in accordance with the following criteria:

A. Compliance with requirements as outlined in these specifications.

B. Qualifications

C. Relative Experience

D. Ease of Availability of Service to Oneida County

E. References

F. Ability to meet the intent of program

D. Firm's Experience in the last 5 years related to the anticipated Scope of Services. The submittal shall include a minimum of four examples of the firm's related projects within the last 5 years that demonstrate ability to provide services for this project. It shall include a description of the project, the services provided, the duration of the project and contract value.

E. Project Specific References - The submittal shall include five customer references including organization, contact information, project name and contract value.

F. Company Qualifications and Experience:

i. Provide a brief history of the company including the number of years in business providing digital media advertising and recruitment services.
ii. Provide a list that includes name and responsibilities of staff expected to be assigned to this project.
iii. Describe your experience working with government entities and municipal organizations with digital media advertising and recruitment.
iv. Provide three (3) references from entities (preferably municipal organizations) for which your company is currently providing digital media advertising and recruitment services similar to the specifications of this solicitation. Provide the following information for each reference:

a. Name and address of organization.
b. Name and title of primary contact with telephone number, fax number and e-mail address.
c. Description of the services provided including print or digital media in all formats, online job fairs or similar efforts, and other related services.

G. Sample Standard Contract Agreement- The submittal must include a copy of the Proposers Standard Contract Agreement for the services being proposed.

H. Required Documentation - the Proposal, Standard Oneida County Conditions Acknowledgement. Non-Collusion Certification, Sexual Harassment Prevention Certification, Recycling and Solid Waste Management Certification. Iran Divestment Act Compliance Certification and the Purchase of Tropical Hardwoods Prohibition Certification.

I. The County may request a demonstration/presentation of the services offered by the Proposer after submissions have been closed.

F. The successful proposer shall provide the services on an as-needed basis; no minimum service levels or payment levels will be included in the contract. Each County department shall advise the successful proposer of the desired schedule for the services needed, and provide advanced notice of any changes to the proposed schedule.

3. OWNERSHIP OF WORK PRODUCT

All work products including digital forms produced or created by the proposer as a result of or related to the performance of work or services under this RFP will be the property of Oneida County. The vendor may not prepare or disseminate any studies, papers or written, audio or video materials about this program without the participation and written permission of Oneida County.

4. QUALIFICATIONS AND EXPERIENCE

Please see Sections 5(C), (D) and (F) of these specifications as they describe the qualification and experience submission requirements.

5. TECHNICAL PROPOSAL REQUIREMENTS

Please submit a Technical Proposal that completely addresses all of the requirements described in these specifications, as well as the information listed below. Failure to include the items as specified may result in disqualification:

A. Statement of Name, Location, Form of Business Ownership and Officers/Principals-Please provide legal name of business, location of incorporation, address used for legal process, address of office providing services (if different), and form of business (corporation, professional corporation, partnership, sole proprietorship, limited liability corporation, limited liability professional corporation, etc.). If a partnership, please list partners' names and percentage of ownership of each partner. If the business is any form of a privately held corporation, list shareholders that hold individually more than 10% of the total shares. If the business is any form of a publicly held corporation, list individual shareholders that control more than a 10% of the outstanding shares. State the names and titles of all officers and/or principals of the business.

B. Statement of business ability to legally provide professional services in New York State.

C. Proposed Consulting Staff Qualifications and Individual Experience - The proposed project organization and key staffing for the project shall be presented. Key individuals must be presented by name. Summaries of individual qualifications should reflect experience with similar efforts noted as the anticipated scope of services in this solicitation.

REQUEST FOR PROPOSALS FOR DIGITAL MEDIA ADVERTISING AND DIGITAL AND INTERNET BASED RECRUITMENT SERVICES

1. INTRODUCTION

The County of Oneida is seeking a recruitment advertising firm that has a reputation as a service leader in the recruitment advertising industry and is known for their flexibility and innovative solutions for delivering efficient stream-lined results within a specified timeframe and targeted budget. The County of Oneida is interested in employee recruitment branding strategies; targeted discipline-specific advertising; and talent acquisition/management analytics. The County needs to be able to attract applicants to our jobs cost-effectively and when applicable, move beyond job boards to other recruitment strategies.

2. SCOPE OF WORK (SPECIFICS):

A. Recruitment advertising for Oneida County is based upon available positions. Unless there are a large number of anticipated retirements, the hiring needs are variable from department to department within the County, and will also fluctuate based upon civil service testing and hiring lists. A successful proposer should account for this variability and fluctuation in their proposal, and provide specific solutions to accommodate the same.

B. The successful proposer shall provide a variety of media development and digital advertising services to assist the County's departments in their recruitment efforts.

C. All such services available by the proposer should be clearly delineated in the proposal. Examples of all services offered by the proposer should be included, in digital and/or hard copy format.

D. Within the County, each department's need for the proposer's services may vary by division or recruitment effort. The department and the successful proposer shall meet to create a timeline and work plan for upcoming recruitment efforts. The successful proposer shall provide to each department a proposal for available services and pricing options from which to choose for each recruitment effort.

E. The successful proposer shall submit to each department and to the County Personnel Department for their approval all elements of any materials to be produced or placed hereunder, including, but not limited to, all copy, layouts, slogans, websites, artworks, graphic materials, and photography, in digital and/or hard copy format, as appropriate to the materials in question, or as the successful proposer and the department agree.

All proposals must be received by the **Purchasing Department, 800 Park Avenue, Utica, New York 13501** by that time.

C. MODIFICATION AND WITHDRAWAL OF PROPOSALS. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

9. AWARD

The County reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of Oneida County.

The County of Oneida reserves the right to accept any submittal and/or parts thereof and/or to reject any and all submissions, or to waive any irregularities in the submissions if it is determined to be in the best interest of Oneida County.

The award of a contract is contingent upon the successful execution of the formal contract agreement and upon budget approval.

10. PROCUREMENT RULES AND INFORMATION.

A. CONTACT PERSON.

Joseph Johnson
Commissioner
Oneida County Personnel Department
800 Park Ave
Utica, New York 13501
Phone: 315-798-5726
Fax: 315-798-6490
Email: labor@ocgov.net

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Personnel Department, at labor@ocgov.net. **Questions shall be submitted no later than 12:00 p.m. on Tuesday August 11, 2020.**

VENDORS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON, OTHER THAN THE DIRECTOR OF PURCHASING OR HIS DESIGNEE, SHALL BE DISQUALIFIED FROM SUBMITTING.

Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

B. CALENDAR OF EVENTS.

Last Day for Questions: August 11, 2020

Close of RFP: August 18, 2020

SIGN AND RETURN WITH BID SHEET OR PROPOSAL
ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into by and 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:

Standard Oneida County Conditions Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the "Addendum – Standard Oneida County Conditions" has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this acknowledgement so requires.

Galaxy Media Partners
Legal name of organization

8/12/20
Date

Cosmina Schulman
Signature

Cosmina Schulman
Printed Name

CRO
Title

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 statue 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.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Non-Collusion Certification
(GML § 103-d)

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 his/her 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; 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.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Galaxy Media Partners
Legal name of organization

8/12/20
Date

Cosmina Schulman
Signature

Cosmina Schulman
Printed Name

CRO
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Sexual Harassment Prevention Certification
(Lab. Law § 201-g)

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 the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Galaxy Media Partners
Legal name of organization

8/12/25
Date

Cosmina Schulman
Signature

Cosmina Schulman
Printed Name

CRO
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Recycling and Solid Waste Management Certification

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Galaxy Media Partners
Legal name of organization

8/12/26
Date

Cosmina Schulman
Signature

Cosmina Schulman
Printed Name

CRO
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Iran Divestment Act Compliance Certification

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 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 that is in violation of the Act 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 in default.

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

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 his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Galaxy Media Partners
Legal name of organization

8/12/20
Date

Cosmina Schulman
Signature

Cosmina Schulman
Printed Name

CEO
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Purchase of Tropical Hardwoods Prohibition Certification
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that 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.

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 his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Galaxy Media Partners
Legal name of organization

8/12/20
Date

Cosmina Schulman
Signature

Cosmina Schulman
Printed Name

Chief Revenue Officer
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

YOUR LOGO HERE

QUOTE

Company Name

Company Slogan

Street Address, City, ST ZIP Code
Phone Phone Fax Fax
Email

INVOICE # NO.
DATE: DATE

EXPIRATION DATE DATE

TO Oneida County
Personnel Department
800 Park Ave
Utica, NY 13501
315-798-5726
Customer ID No.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
		SUBTOTAL	
		SALES TAX	
		TOTAL	

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Oneida County

Certificate of Project Completion

This document certifies that the corresponding project has been successfully completed and acceptable by both the Vendor and the County.

Oneida County PO Number: _____

Project Name: _____

ONEIDA COUNTY PERSONNEL DEPARTMENT

Name: _____ **Title:** _____

Signature_____ **Date:** _____

VENDOR

Name: _____ **Title:** _____

Signature_____ **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 statue 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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    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.

Anthony J. Picente, Jr
Oneida County Executive

Joseph M. Johnson
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

February 25, 2021

FN 20 21 - 106

GOVERNMENT OPERATIONS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Re: Townsquare Media/Selected Vendors for RFP Number 2019-291, Oneida County "Digital Media Advertising and Digital and Internet-Based Recruitment Services"

Dear County Executive Picente:

Attached for your review and approval is a Purchase of Service Agreement for Townsquare Media of Utica/Rome, Inc., relative to the above-referenced RFP. Townsquare is one of three vendors selected as a result of the Oneida County RFP 2020-29 for Digital Media Advertising and Digital and Internet-Based Recruitment Services along with Galaxy Media Partners and LocaliQ.

After careful consideration and comprehensive assessments of the County's needs, these three (3) vendors have been chosen as options for the Digital Media Advertising and Digital and Internet-Based Recruitment Services project. The agreements shall each be for an initial term of three years, with options for two more one year renewals. The exact price for each of these contracts is undetermined at this time, as they are statement-of-work driven, but the annual total for each contract should not exceed $75,000.00.

If you concur with this request, please indicate so by endorsement of this request and please forward the attached agreement to the Board of Legislators for consideration at their next scheduled meeting.

Thank you for your attention to this matter.

Sincerely,

Joseph M Johnson
Commissioner of Personnel

Attachments

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-15-21

Oneida Co. Department: Personnel

Competing Proposal X
Only Respondent ____
Sole Source RFP ____
Other ____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: LocalIQ, LLC
221 Oriskany Plaza
Utica, NY 13501

Title of Activity or Service: Digital Media Advertising and Digital and Internet-Based Recruitment Services

Proposed Dates of Operation: Upon execution – three years from execution

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** This Contract is one of three for Digital Media Advertising and Digital and Internet-Based Recruitment Services for the entire County. Townsquare Media, LocalIQ and Galaxy Communications are the vendors.

2) **Program/Service Objectives and Outcomes:** In addition to advertising services, there will also be digital and internet-based outreach, online job fairs, and other media-related activities.

3) **Program Design and Staffing:**

Total Funding Requested: Maximum of $75,000.00 Annually (Statement-of-Work Driven) **Account:** #A1430.495

Oneida County Dept. Funding Recommendation: $75,000.00

Proposed Funding Sources (Federal $/ State $/County $): County

Mandated/Not Mandated: Mandated

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

MASTER SERVICES AGREEMENT

This Information Technology Master Services Agreement (the "Agreement") is by and between **LOCALIQ, LLC,** a foreign limited liability company authorized to do business in the State of New York, with an office at 221 Oriskany Plaza, Utica, New York, hereinafter called the "Vendor," and **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York, hereinafter called the "County." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The Vendor provides Digital Media Advertising and Recruitment Professional Services, as hereinafter defined, related to **RFP Number 2019-291, Oneida County "Digital Media Advertising and Digital and Internet-Based Recruitment Services,"** attached hereto and incorporated herein as Exhibit "B." The parties have agreed that the Vendor will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The Vendor shall provide to the County the following services, as requested, and as provided for in the Vendor's Proposal, a copy of which is attached hereto as Exhibit "C." Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services."

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to, a variety of media development and digital and internet-based advertising services to assist the County's departments in their recruitment efforts, along with any services incidental to or in support of those services.

(b) Multiple Vendors. The County reserves the right to utilize as many different vendors as it, in its sole discretion, determines to be necessary for the performance of any individual Professional Service. The Vendor hereby acknowledges that it is aware of this, and it understands and acknowledges that the County is not guaranteeing any minimum number of hours the Vendor will be utilized, nor is the County making any promises as to the exclusivity of the assignment of the Vendor to any Professional Service.

1.2. Provision of Professional Services. The Vendor will provide the services as set forth in each SOW, and the County will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services called for in any SOW. The process for submission and approval of an SOW is as follows:

(a) Negotiation. The Vendor and the County shall negotiate the Professional Services to be completed by the Vendor, based upon the needs of the County.

(b) Quote & Proposed SOW. Once the negotiations have been completed, the Vendor shall submit a detailed quote and proposed SOW to the County. The form of the proposed SOW shall conform to that of the aforementioned Exhibit "A," attached hereto. A sample quote has

been attached to this Agreement as Exhibit "D." The quote and/or the proposed SOW shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what subcontractors the Vendor intends to utilize in the performance of the work covered by the proposed SOW. If the quote and proposed SOW are unacceptable to the County, for any reason, further negotiations may be conducted.

(c) *Signed SOW & Purchase Order.* If the quote and proposed SOW are acceptable to the County, the County shall execute the SOW, and shall return a signed copy of the SOW to the Vendor along with a purchase order.

(d) *Performance of Work.* Once the signed SOW and purchase order have been received, the Vendor shall begin to perform the Professional Services covered by the SOW. Under no circumstances is any work to be undertaken without a signed SOW. The Vendor agrees and hereby acknowledges that any expenditures or costs incurred by the Vendor prior to their receipt of a signed SOW are undertaken entirely at their sole risk and expense.

(e) *Certificate of Completion.* At the completion of all the Professional Services called for in a signed SOW, the Vendor shall provide the County with a certificate of completion, signed by a representative of the Vendor. A sample of this certificate of completion is attached hereto as Exhibit "E." Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to the Vendor.

1.3. Deliverables.

(a) *Acceptance & Rejection.* Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the County provides Vendor written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided the Vendor with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the Vendor will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties will again follow the acceptance procedures set forth in this Subsection 1.3(a).

(b) *License to Deliverables.* Effective upon Acceptance of each Deliverable, the Vendor grants the County a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below in Subsection 1.3(c).

(c) *Restrictions on Deliverables Rights.* The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). The Vendor retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

2.1. Payment. The County will pay Vendor the fees as set forth in each SOW, and shall reimburse such expenses as Vendor reasonably incurs in provision of the Professional Services.

2.2. Vouchers. Such payment shall be made by the County after receipt of vouchers presented by the Vendor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Article 2.1; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

3.2. Injunction. The Recipient agrees that breach of this Article 2.1 would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the

Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

3.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

3.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4. HIPAA DISCLOSURES

4.1. HIPAA Assurances. In the event Vendor creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Vendor shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the Vendor

conducts standard transactions for or on behalf of the County;

(f) Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Vendor becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Vendor's obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

4.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that the Vendor breaches any term in this Section. Alternatively, the County may give written notice to the Vendor in the event of a breach and give the Vendor five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to the Vendor if the County reasonably determines that the Vendor has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, the Vendor hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

4.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, the Vendor shall either return or destroy all PHI received from the County or created or received by the Vendor on behalf of the County in which the Vendor maintains in any form. The Vendor shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the Vendor determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the Vendor shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the Vendor to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as the Vendor maintains such Protected Health Information.

4.4. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply

only to themselves and are not for the benefit of any third party beneficiaries.

4.5. Amendment. The Vendor and the County agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both parties.

4.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

4.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

4.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

5. REPRESENTATIONS & WARRANTIES.

5.1. From Vendor. The Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3) years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 5.1, the Vendor, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.

5.2. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

5.3. Warranty Disclaimers. Except as set forth above in this Article 4, the Vendor PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

6. INDEMNIFICATION.

6.1. From Vendor. The Vendor will defend and indemnify the County and the County's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any

third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Vendor or of any of its agents, subcontractors, or employees. The Vendor's obligations set forth in Subsection 6.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the County's breach of this Agreement; (ii) revisions to the Deliverable made without the Vendor's written consent; (iii) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the Vendor's design or modification of the Deliverable in compliance with specifications provided by the County; or (v) use of the Deliverable in combination with hardware or software not provided by the Vendor, unless (A) the SOW, or other documentation provided by the Vendor or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The Vendor's obligations set forth in Subsection 6.1(b) above do not apply to the extent that an Indemnified Claim arises out of the County's breach of this Agreement.

6.2. From County. The County will indemnify and defend the Vendor and the Vendor's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 6.2 above include, without limitation: (i) claims by any of the County's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 6.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 6.1(a) above.

6.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 6.1 or 6.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

7. INSURANCE

7.1. The Vendor 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.

(a) Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

(i) 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.

(ii) The 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).

(b) Workers' Compensation and Employer's Liability: Statutory limits apply.

(c) Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL limits).

(i) The County and any other parties required by the County shall be included as additional insureds. PL 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).

7.2. Waiver of Subrogation: the Vendor 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 CGL, PL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

7.3. Certificates of Insurance: Prior to the start of any work, the Vendor 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 each of the Vendor's policies. 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 thirty (30) days prior written notice has been given to the County.

8. LIMITATION OF LIABILITY.

8.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.2. Exclusions. This Article 8.2 does not apply to: (a) claims pursuant to Article 3 (*Confidential Information*) or Article 6 (*Indemnification*) of this Agreement; or (b) claims for attorneys'

fees or other litigation costs the County becomes entitled to recover as a prevailing party in any action.

9. TERM & TERMINATION.

9.1. Term. The term of this Agreement will commence on the date it is executed by both parties (the "Effective Date") and continue for an initial term of three (3) years. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the parties.

9.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach.

9.3. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice. On the date of such termination, County will pay Vendor for those services provided up to the date of such written termination.

9.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of County to pay fees incurred before termination; (b) Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 5.3 (*Warranty Disclaimers*), 6 (*Indemnification*), 8 (*Limitation of Liability*), and 11.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

10. INDEPENDENT CONTRACTORS

10.1. It is expressly agreed that the relationship of the Vendor to the County shall be that of an independent contractor. None of the Vendor's officers, agents, directors or employees shall be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Vendor, in accordance with the Vendor's status as an independent contractor, covenants and agrees that none of the Vendor's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither 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.

10.2. The Vendor warrants and represents 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 Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

10.3. None of the Vendor's officers, agents, directors or employees shall be eligible for compensation from the County due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.

10.4. The Vendor acknowledges and agrees that none of its officers, agents, directors or employees

shall be eligible for any County employee benefits, including retirement membership credits.

10.5. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Vendor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Vendor's form of business organization. With respect to the Vendor's officers, agents, directors and employees, this responsibility shall include 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 Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

10.6. The Vendor 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.

10.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's independent contractor status, it is agreed that both the County and the Vendor 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.

10.8. The Vendor agrees to comply with federal and state laws, as supplemented, with the United States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

11. MISCELLANEOUS.

11.1. Feedback. The Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the County or any user provides to the Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the County or the User in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the County transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

11.2. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the Vendor*:

(b) *For the County*: Oneida County Commissioner of Personnel, 800 Park Avenue, Utica, NY 13501 ***and***

11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, pandemics or other public health emergencies, embargoes, or other causes beyond the performing party's reasonable control.

11.4. Subcontractors. The Vendor shall not subcontract any work to be performed under this Agreement without the prior written consent of the County, and any permitted subcontractor shall agree, in writing, to be bound by the terms of this Agreement as if it were the Vendor under this Agreement. The Vendor shall be responsible to the County for any failure by any subcontractor to comply with the terms of this Agreement.

11.5. Assignment & Successors. The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Section 11.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

11.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

11.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

11.8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 10.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

11.9. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOW's taking precedence over later ones.

11.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by

reason of authorship.

11.11. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

11.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

11.14. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

11.15. Advice of Counsel. Each arty acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

11.16. Assignment. No party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

By: _____
(signature)

Name: **Anthony J. Picente, Jr.**

Title: **Oneida County Executive**

Date: _____

Approved

_____
Robert E. Pronteau
Assistant County Attorney

LOCALIQ, LLC

By: _____
(signature)

Name:

Title: **Member**

Date: _____

LLC CERTIFICATE OF AUTHORITY

I, _____, a _____ of
(Name) (Specify Member or Manager)

_____ LLC, a limited liability company organized
(Name of Company)

and existing under the laws of the State of _____, (the

"Company"), hereby certify: (i) that _____ LLC is run by
(Name of Company)

_____; (ii) that _____
(Specify if run by its Members or a Manager) (Name of signer of contract documents)

is a _____ of _____ LLC; and (iii)
(Specify Member or Manager) (Name of Company)

that as such, _____, pursuant to the articles of

organization and the operating agreement is empowered and authorized, on behalf of the

Company, to execute and deliver contracts and amendments thereto, and all documents

required therewith and associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of the LLC this _____ day of _____, 20___.

[or, if the LLC has no seal]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of _____, 20___. The LLC has no seal.

If the LLC has a seal, place it here

_____
Print Name:
Its: Member / Manager

EXHIBIT A

STATEMENT OF WORK NUMBER ____

Project Title: _____

This Statement of Work Number ____ (this "SOW") is entered into pursuant to the _____ [date] Master Services Agreement (the "Agreement") by and between _____ ("Vendor") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor will provide the following services: [Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

_____

II. County Cooperation. County will reasonably cooperate with Vendor in the provision of services and will provide the following assistance to Vendor: [Insert description of County responsibilities, or insert "N/A" if not applicable.]

_____

III. Payment. County will pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

_____

IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

_____

This SOW is effective as of the latest date of execution set forth below.

CUSTOMER	**VENDOR**
By: _____	By: _____
(signature)	(signature)
Name: _____	Name: _____
(print)	(print)
Title: _____	Title: _____
Date: _____	Date: _____

Request for Proposals for
DIGITAL MEDIA ADVERTISING AND DIGITAL AND INTERNET-BASED RECRUITMENT SERVICES
RFP No. 2020-291

Sealed Requests for Proposals (RFPs), subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF PURCHASING, until 4:30 p.m. on Tuesday August 18, 2020.

Specifications MUST be RECEIVED from the Oneida County Purchasing Department at 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 Purchasing Department.

The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Purchasing Department at 800 Park Avenue, Utica, New York 13501

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.

Mello Testa
Director of Purchasing

Dated: August 4, 2020

It is understood and agreed to by the Proposer that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Proposer") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Proposer.

3. Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County of third parties with regard to the Proposer's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Proposer prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Proposers acknowledge that the County is subject to Article 6 of the Public Officers Law.

9. All references to time contained in this RFP are Eastern Standard Time. Proposers are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

_____ _____

Legal name of organization Signature

_____ _____

Date Printed Name

_____

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

REQUEST FOR PROPOSALS FOR DIGITAL MEDIA ADVERTISING AND DIGITAL AND INTERNET BASED RECRUITMENT SERVICES

1. INTRODUCTION

The County of Oneida is seeking a recruitment advertising firm that has a reputation as a service leader in the recruitment advertising industry and is known for their flexibility and innovative solutions for delivering efficient stream-lined results within a specified timeframe and targeted budget. The County of Oneida is interested in employee recruitment branding strategies; targeted discipline-specific advertising; and talent acquisition/management analytics. The County needs to be able to attract applicants to our jobs cost-effectively and when applicable, move beyond job boards to other recruitment strategies.

2. SCOPE OF WORK (SPECIFICS):

A. Recruitment advertising for Oneida County is based upon available positions. Unless there are a large number of anticipated retirements, the hiring needs are variable from department to department within the County, and will also fluctuate based upon civil service testing and hiring lists. A successful proposer should account for this variability and fluctuation in their proposal, and provide specific solutions to accommodate the same.

B. The successful proposer shall provide a variety of media development and digital advertising services to assist the County's departments in their recruitment efforts.

C. All such services available by the proposer should be clearly delineated in the proposal. Examples of all services offered by the proposer should be included, in digital and/or hard copy format.

D. Within the County, each department's need for the proposer's services may vary by division or recruitment effort. The department and the successful proposer shall meet to create a timeline and work plan for upcoming recruitment efforts. The successful proposer shall provide to each department a proposal for available services and pricing options from which to choose for each recruitment effort.

E. The successful proposer shall submit to each department and to the County Personnel Department for their approval all elements of any materials to be produced or placed hereunder, including, but not limited to, all copy, layouts, slogans, websites, artworks, graphic materials, and photography, in digital and/or hard copy format, as appropriate to the materials in question, or as the successful proposer and the department agree.

F. The successful proposer shall provide the services on an as-needed basis; no minimum service levels or payment levels will be included in the contract. Each County department shall advise the successful proposer of the desired schedule for the services needed, and provide advanced notice of any changes to the proposed schedule.

3. OWNERSHIP OF WORK PRODUCT

All work products including digital forms produced or created by the proposer as a result of or related to the performance of work or services under this RFP will be the property of Oneida County. The vendor may not prepare or disseminate any studies, papers or written, audio or video materials about this program without the participation and written permission of Oneida County.

4. QUALIFICATIONS AND EXPERIENCE

Please see Sections 5(C), (D) and (F) of these specifications as they describe the qualification and experience submission requirements.

5. TECHNICAL PROPOSAL REQUIREMENTS

Please submit a Technical Proposal that completely addresses all of the requirements described in these specifications, as well as the information listed below. Failure to include the items as specified may result in disqualification:

A. Statement of Name, Location, Form of Business Ownership and Officers/Principals-Please provide legal name of business, location of incorporation, address used for legal process, address of office providing services (if different), and form of business (corporation, professional corporation, partnership, sole proprietorship, limited liability corporation, limited liability professional corporation, etc.). If a partnership, please list partners' names and percentage of ownership of each partner. If the business is any form of a privately held corporation, list shareholders that hold individually more than 10% of the total shares. If the business is any form of a publicly held corporation, list individual shareholders that control more than a 10% of the outstanding shares. State the names and titles of all officers and/or principals of the business.

B. Statement of business ability to legally provide professional services in New York State.

C. Proposed Consulting Staff Qualifications and Individual Experience - The proposed project organization and key staffing for the project shall be presented. Key individuals must be presented by name. Summaries of individual qualifications should reflect experience with similar efforts noted as the anticipated scope of services in this solicitation.

D. Firm's Experience in the last 5 years related to the anticipated Scope of Services. The submittal shall include a minimum of four examples of the firm's related projects within the last 5 years that demonstrate ability to provide services for this project. It shall include a description of the project, the services provided, the duration of the project and contract value.

E. Project Specific References - The submittal shall include five customer references including organization, contact information, project name and contract value.

F. Company Qualifications and Experience:

i. Provide a brief history of the company including the number of years in business providing digital media advertising and recruitment services.
ii. Provide a list that includes name and responsibilities of staff expected to be assigned to this project.
iii. Describe your experience working with government entities and municipal organizations with digital media advertising and recruitment.
iv. Provide three (3) references from entities (preferably municipal organizations) for which your company is currently providing digital media advertising and recruitment services similar to the specifications of this solicitation. Provide the following information for each reference:

a. Name and address of organization.
b. Name and title of primary contact with telephone number, fax number and e-mail address.
c. Description of the services provided including print or digital media in all formats, online job fairs or similar efforts, and other related services.

G. Sample Standard Contract Agreement- The submittal must include a copy of the Proposers Standard Contract Agreement for the services being proposed.

H. Required Documentation - the Proposal, Standard Oneida County Conditions Acknowledgement, Non-Collusion Certification, Sexual Harassment Prevention Certification, Recycling and Solid Waste Management Certification, Iran Divestment Act Compliance Certification and the Purchase of Tropical Hardwoods Prohibition Certification.

I. The County may request a demonstration/presentation of the services offered by the Proposer after submissions have been closed.

J. All costs associated with the preparation of a proposal in response to the RFP shall be the responsibility of the proposer submitting the proposal. The County of Oneida will not be responsible for any expenses in the preparation and/ or presentation of the proposal.

6. COST PROPOSAL REQUIREMENTS

A. Proposer's submission shall clearly state all costs, including fees, surcharges and any other expenses, for any of the products and services included within the proposal.

7. EVALUATION PROCESS

Proposals will be evaluated by a review committee. The review committee shall review and evaluate each of the proposals using the criteria described below in the section entitled "Evaluation Criteria." Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations.

The County of Oneida reserves the right to seek clarification of information submitted in response to this RFP, request additional information and/or request interviews or presentations during the evaluation process.

The County of Oneida reserves the right to reject any or all proposals or parts of proposals.

8. EVALUATION CRITERIA

Proposals will be screened for completeness and compliance with the requirements described in these specifications. Every proposal submitted will be reviewed in accordance with the following criteria:

A. Compliance with requirements as outlined in these specifications.

B. Qualifications

C. Relative Experience

D. Ease of Availability of Service to Oneida County

E. References

F. Ability to meet the intent of program

9. AWARD

The County reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of Oneida County.

The County of Oneida reserves the right to accept any submittal and/or parts thereof and/or to reject any and all submissions, or to waive any irregularities in the submissions if it is determined to be in the best interest of Oneida County.

The award of a contract is contingent upon the successful execution of the formal contract agreement and upon budget approval.

10. PROCUREMENT RULES AND INFORMATION.

A. CONTACT PERSON.

Joseph Johnson
Commissioner
Oneida County Personnel Department
800 Park Ave
Utica, New York 13501
Phone: 315-798-5726
Fax: 315-798-6490
Email: labor@ocgov.net

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Personnel Department, at labor@ocgov.net. **Questions shall be submitted no later than 12:00 p.m. on Tuesday August 11, 2020.**

VENDORS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON, OTHER THAN THE DIRECTOR OF PURCHASING OR HIS DESIGNEE, SHALL BE DISQUALIFIED FROM SUBMITTING.

Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

B. CALENDAR OF EVENTS.

Last Day for Questions: August 11, 2020

Close of RFP: August 18, 2020

All proposals must be received by the **Purchasing Department, 800 Park Avenue, Utica, New York 13501** by that time.

C. MODIFICATION AND WITHDRAWAL OF PROPOSALS. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

Standard Oneida County Conditions Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the "Addendum – Standard Oneida County Conditions" has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this acknowledgement so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL
ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into by and 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 statue 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.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Non-Collusion Certification

(GML § 103-d)

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 his/her 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; 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.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Sexual Harassment Prevention Certification

(Lab. Law § 201-g)

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 the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Recycling and Solid Waste Management Certification

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Iran Divestment Act Compliance Certification

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 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 that is in violation of the Act 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 in default.

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

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 his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____
Legal name of organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Purchase of Tropical Hardwoods Prohibition Certification
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that 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.

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 his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

_____	_____
Legal name of organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

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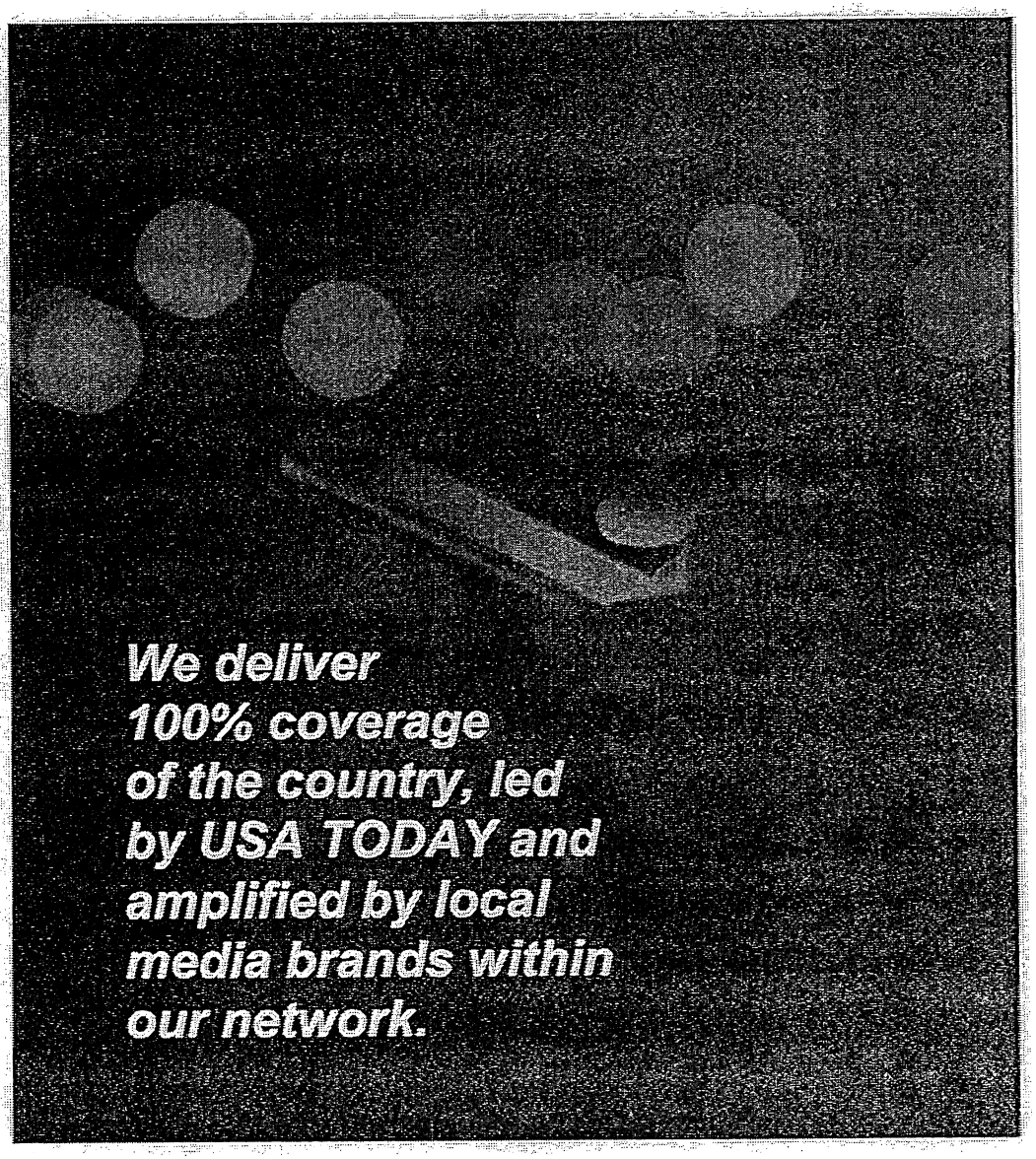
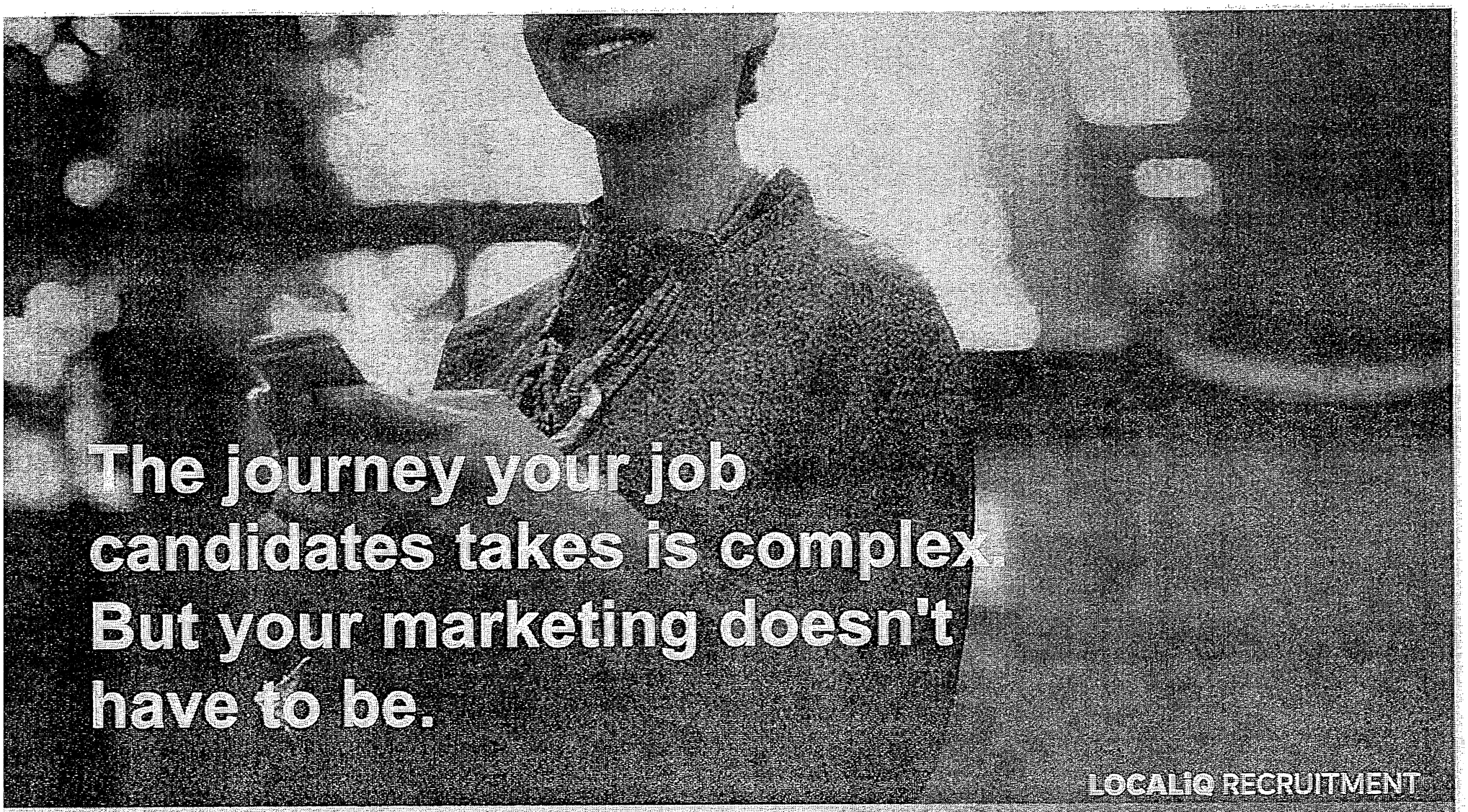
USA TODAY NETWORK | LOCALiQ

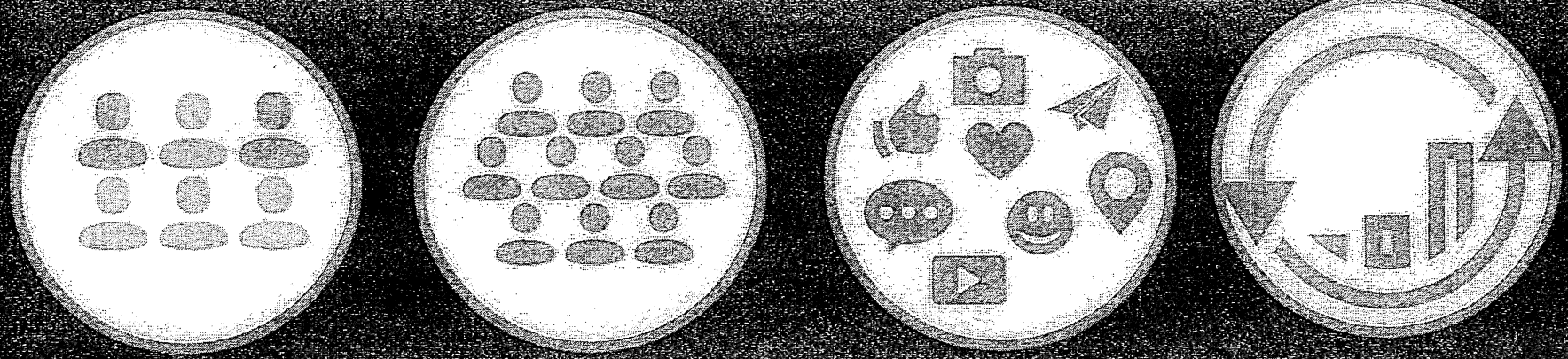



The journey your job candidates takes is complex.
But your marketing doesn't have to be.
LOCALiQ RECRUITMENT

Companies have seen a

RADICAL CHANGE

in how they connect with qualified candidates



Small skilled and qualified candidate pool - Actively Looking

More Millennials in the workforce looking for Work / Life balance

Social media & 'fragmentation'

Rise of employment branding

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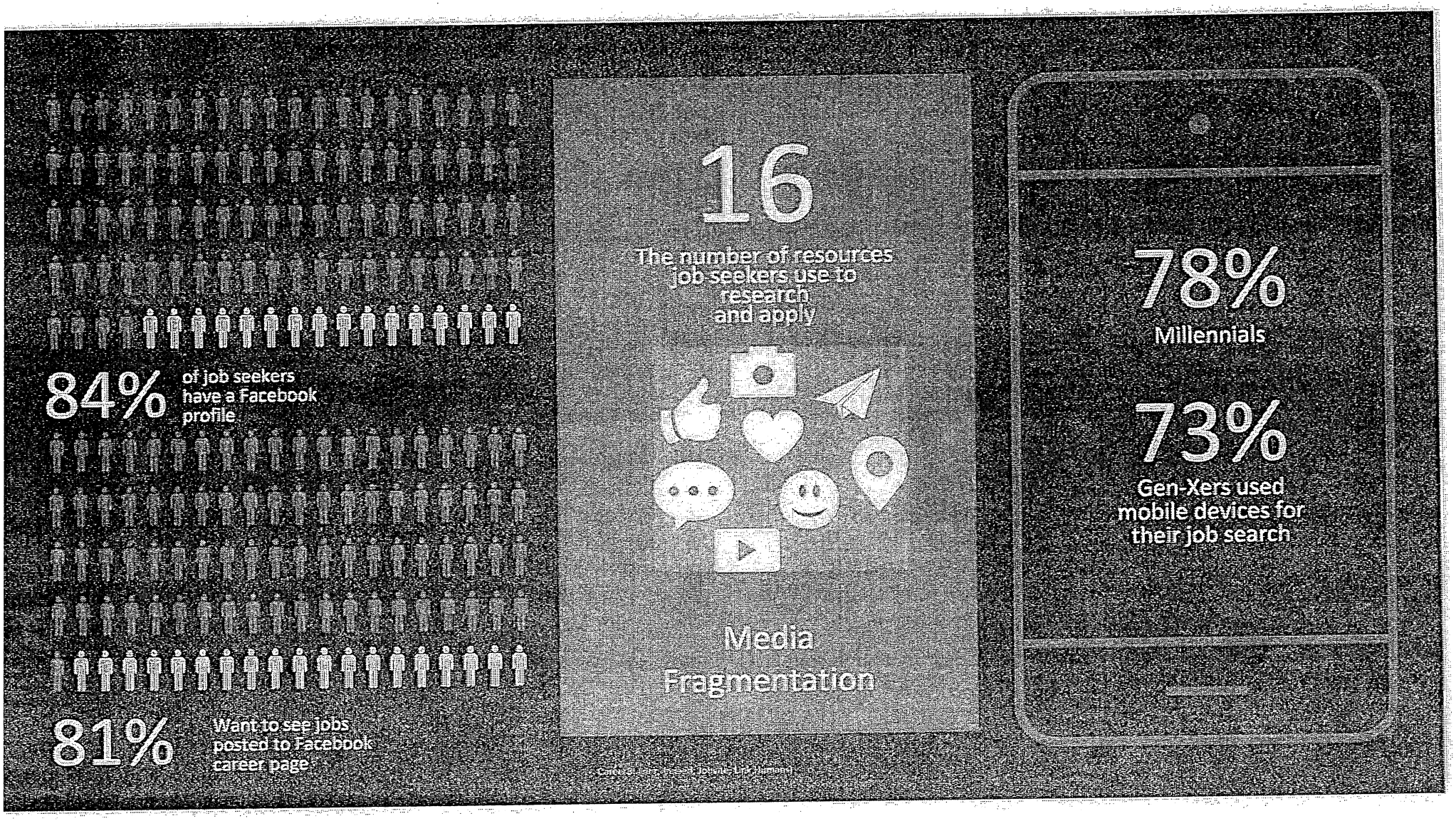
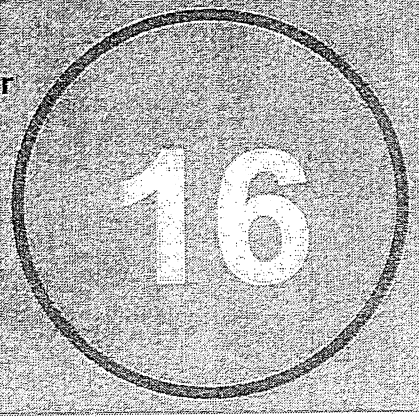

84% of job seekers have a Facebook profile
81% Want to see jobs posted to Facebook career page
16
The number of resources job-seekers use to research and apply
Media Fragmentation
78%
Millennials
73%
Gen-Xers used mobile devices for their job search

It's about knowing local job seekers

The typical job seeker encounters 16 touchpoints when looking for a new job

Source: CareerBuilder



1. Awareness

Reads online article on how to find time to have a work/career and dedicate time to personal charity interests.

2. Interest

Searches for employers who have a purpose driven charitable initiatives.

3. Consideration

Spots employer ad in News sites, papers, and Facebook feed promoting company benefits including their "give back" charity benefits.

4. Intent

Searches for jobs in their area – Google, Social and popular Job Boards sites

5. Inquire

They might apply with a few companies in your related field, so be ready to respond first.

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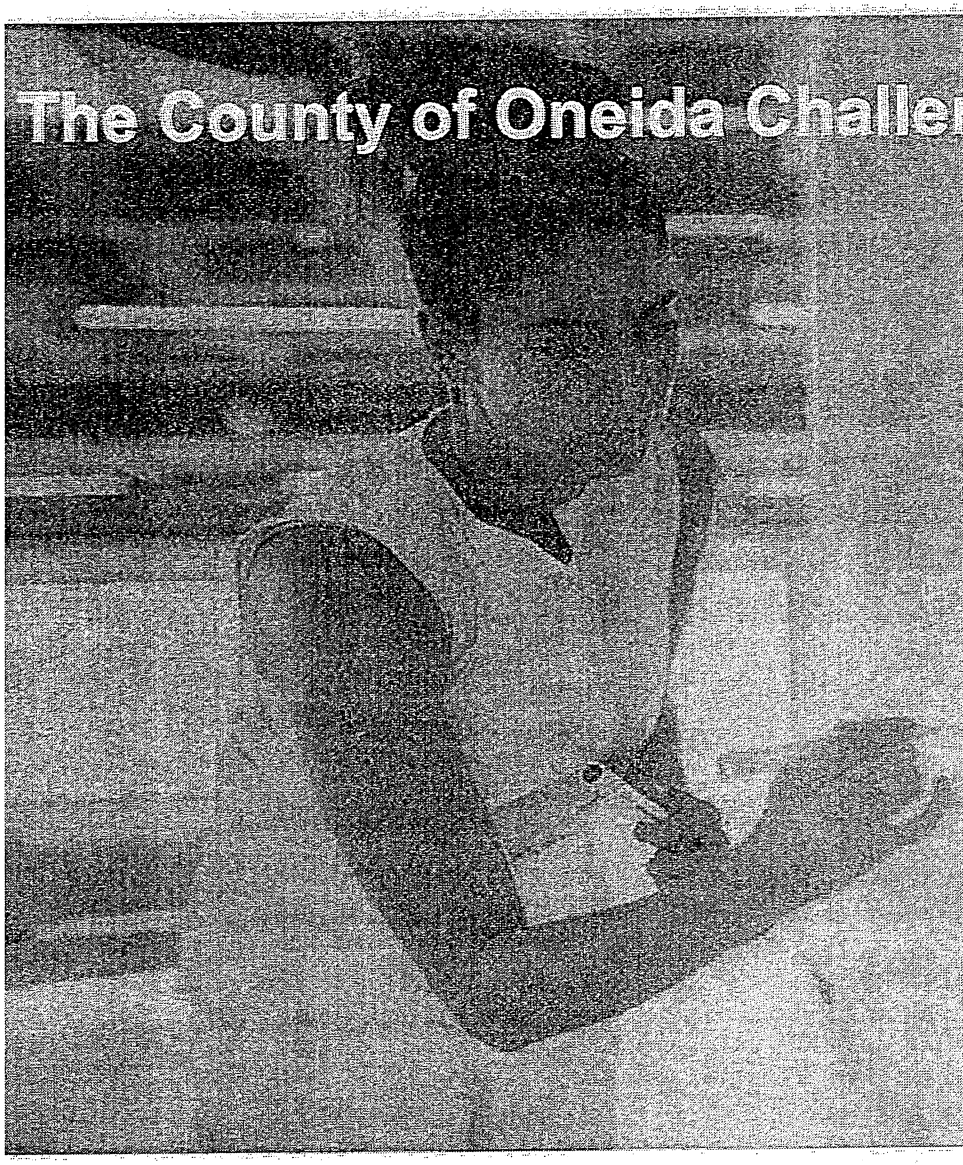
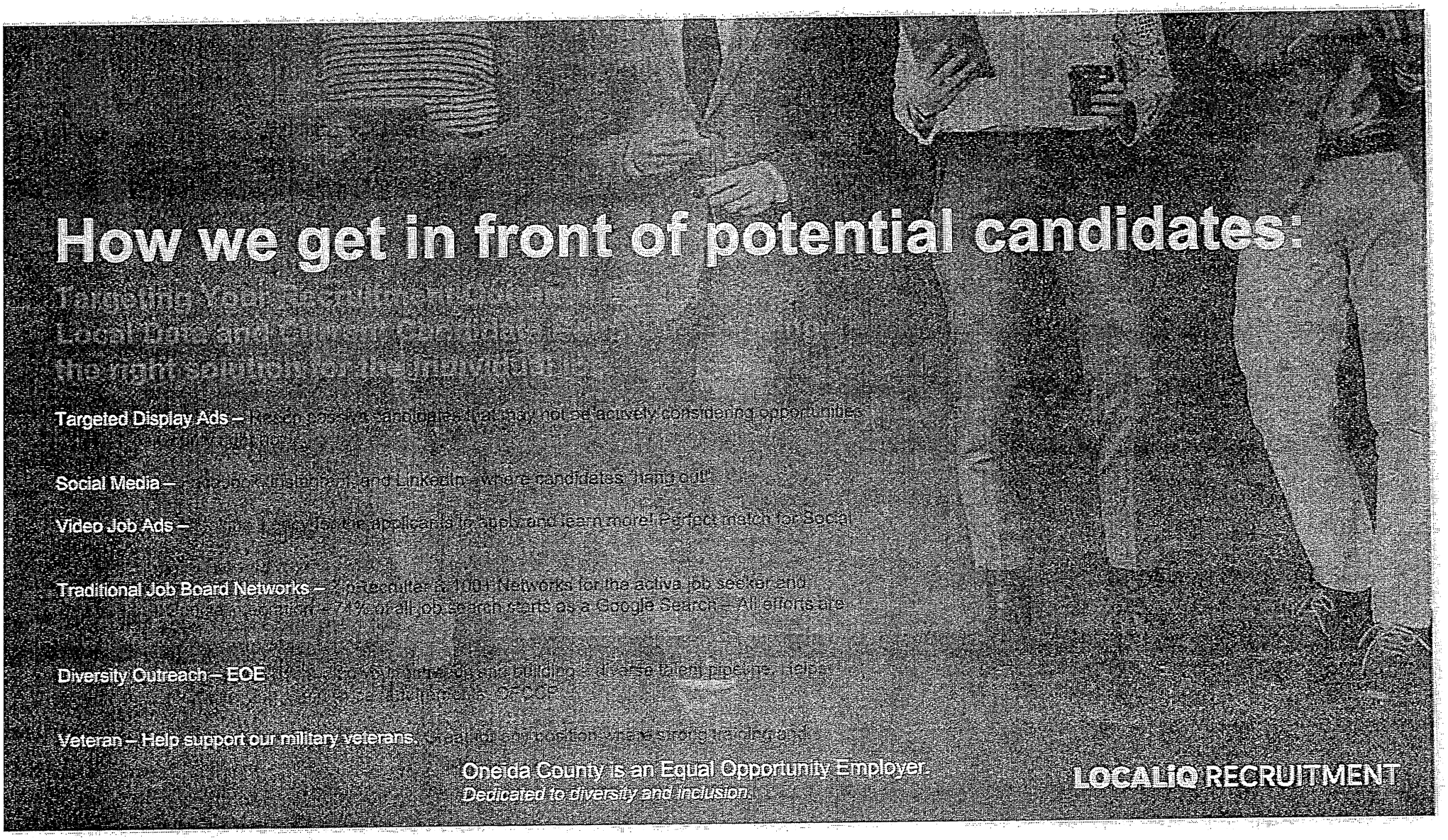
The County of Oneida Challenge

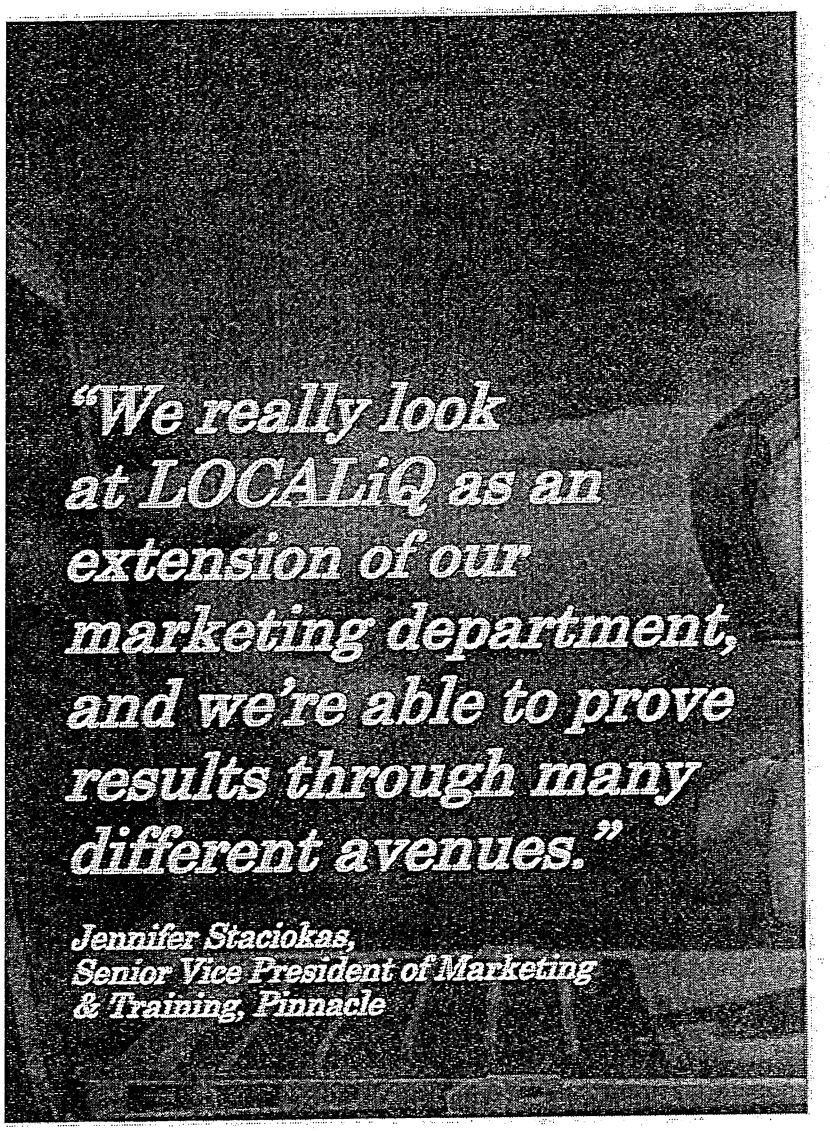


Create an Effective Digital Recruitment Strategy

- To Meet the Demands of the County's Ever Changing Talent Needs
- For Numerous Departments & Hiring Managers
- That is Flexible to the Fluctuating Hiring Needs Throughout the Year
- With Easy Apply Option for Desk, Mobile & Tablet Users (Job Seekers)
- To Be Noticed in Today's Crowded & Fragmented Digital Employment Market

#wearehiring
#joinoneidacountynow


How we get in front of potential candidates:
Targeted Display Ads –
Social Media –
Video Job Ads –
Traditional Job Board Networks –
Diversity Outreach – ECE
Veteran – Help support our military veterans.
Oneida County is an Equal Opportunity Employer.
Dedicated to diversity and inclusion.
LOCALiQ RECRUITMENT



Why LOCALiQ Recruitment Targeted Display?

We focus on ways to grow the talent your individual department needs, freeing up your time and delivering results that matter.

- Expert Team
- Data Insights
- Award-Winning Technology
- Exclusive USA TODAY NETOWRK Opportunities
- Proven Performance

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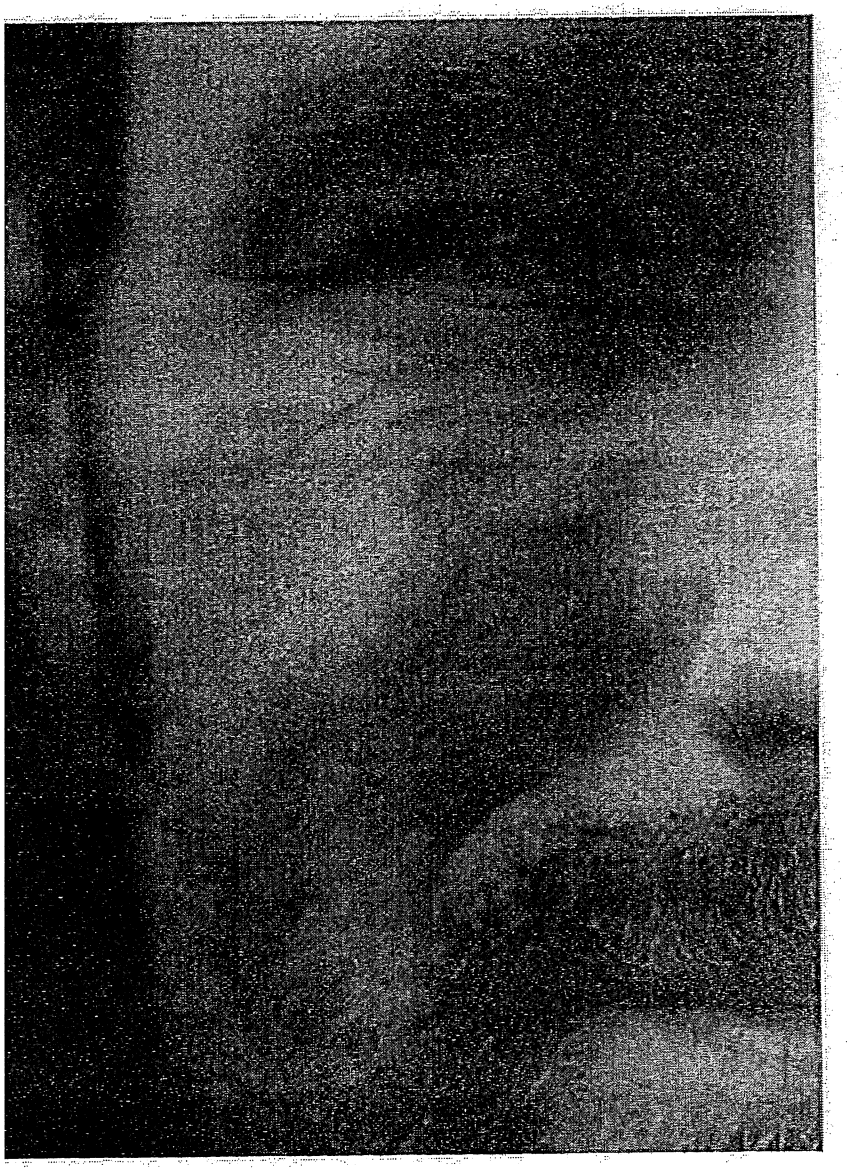


Targeted Display:

We customize a mix of display tactics (banner advertisement) unique to your talent needs that helps you get (and stay) in front of active and passive candidates during every step of their hiring journey, wherever they are online.

Your successful campaign will include:

Ad CREATIVE driven by data-informed design best practices

AUDIENCE TARGETING based on in-house and external data showing buying intent

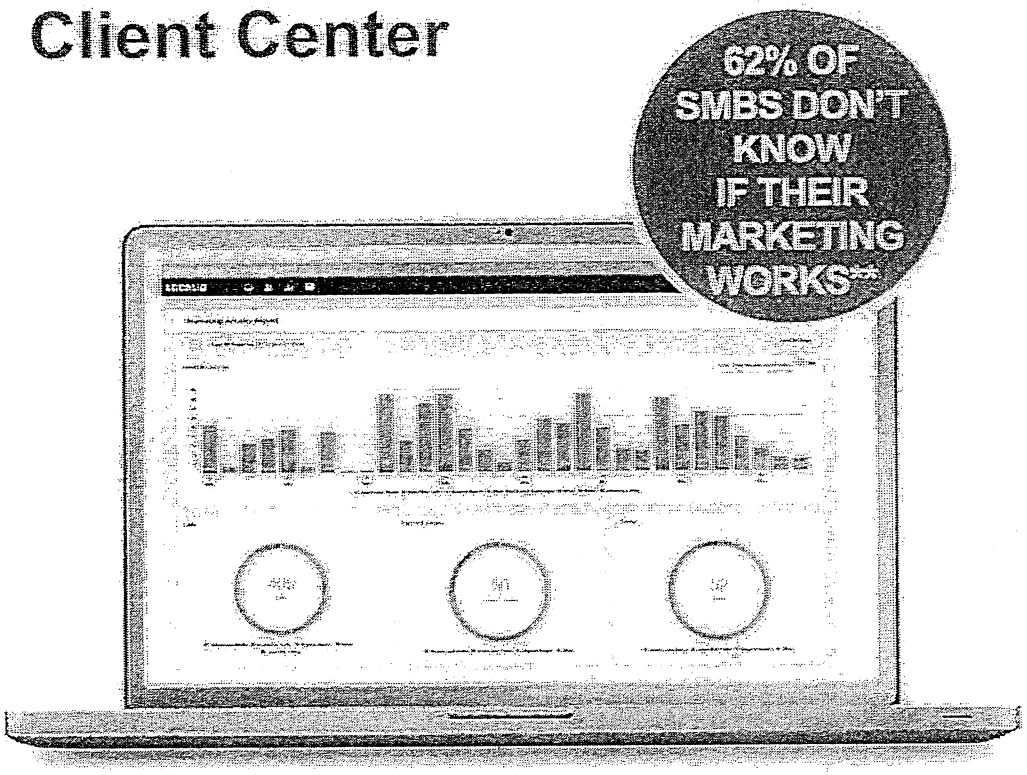
Impactful ADS & AD PLACEMENTS proven to drive optimal ad engagement based on learnings from tens of thousands of ad creatives.

Unique AD TYPES you won't find anywhere else!

DISPLAY ADS CAN IMPROVE SEARCH CONVERSIONS BY 15-20%*

*Harvard Business School Study

Client Center



We'll help you maximize the opportunities to help you fill positions quickly.

- SOURCE INBOX: Respond quickly to candidates with lead management and real-time notifications
- MARKETING AUTOMATION*: Stay in front of new candidate leads over time with marketing automation
- ANALYTICS*: Understand what marketing drives candidates with easy-to-read analytics

*Additional fee may incur for marketing automation and additional reports. ** 2018 Annual Marketing Investment Survey, USA Today Network, Feb 2018

A talent acquisition relationship built to last

- Campaign reviews ensure your campaigns are delivering the desired outcomes.
- Campaign optimization with smart technology based on recruitment marketing campaigns across the USA TODAY NETWORK, plus market specific data and nuances based on your talent acquisition goals.
- **All backed by a team of recruitment digital experts,** The Client Center, and partnerships with major marketing powerhouses like Google, Facebook, ZipRecruiter and Oath Ad Platforms.

LOCALiQ RECRUITMENT

What Makes The Client Center Different?

A complement to Google Analytics, Client Center is one of the most affordable ways to track your candidates and get more ROI from your marketing efforts.

The one tool you need to improve candidate response, stay in front of your audience, and understand what marketing works best.

Unlike more complex solutions, Client Center is a snap to add to your website and works with many existing business systems and processes.

As soon as it's activated, it can start capturing new leads. Plus, we'll walk you through your new software to ensure you're set up for success.

The Client Center "We got your back"

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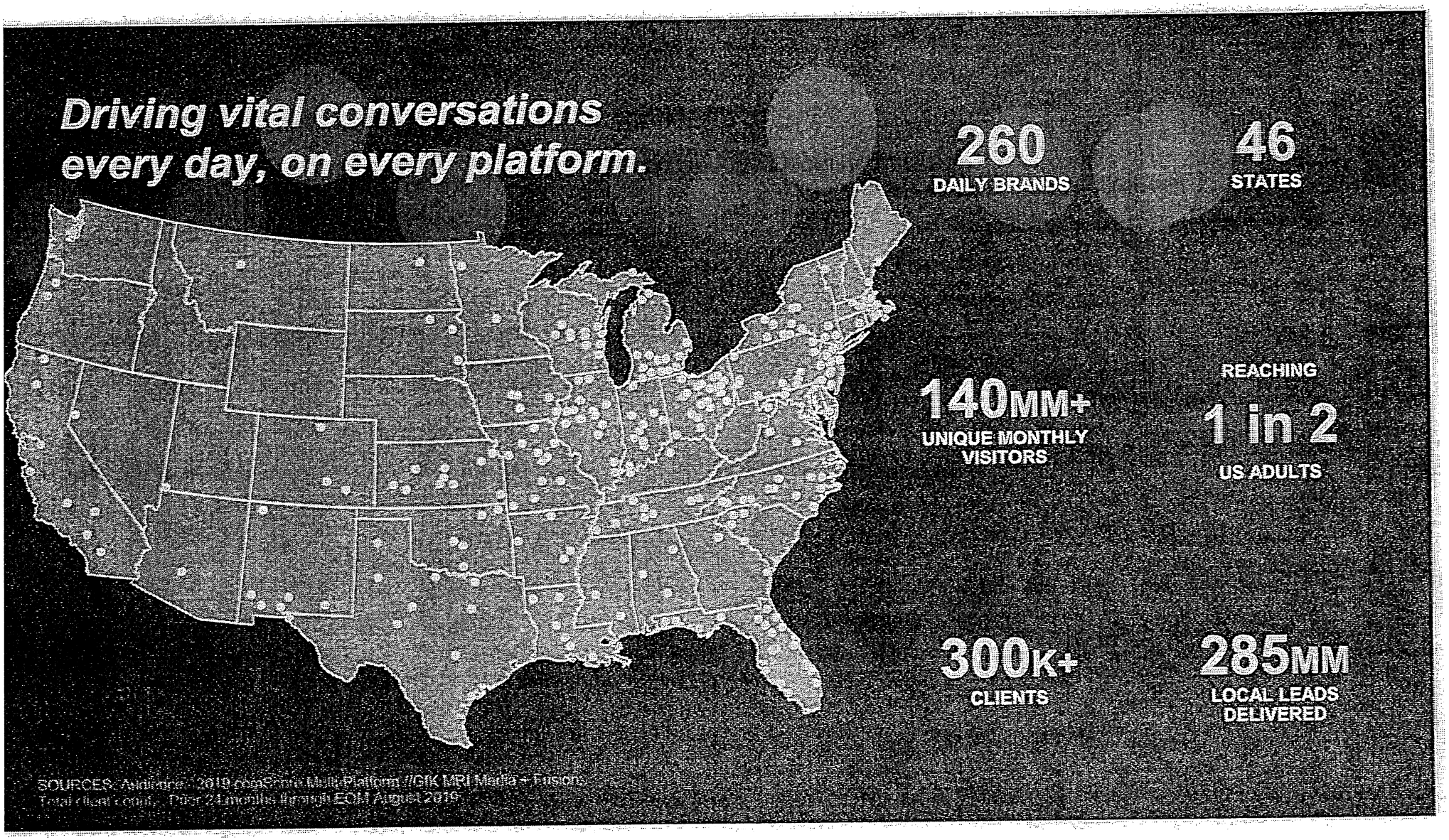
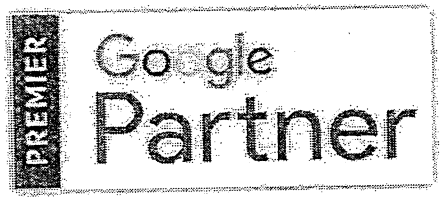
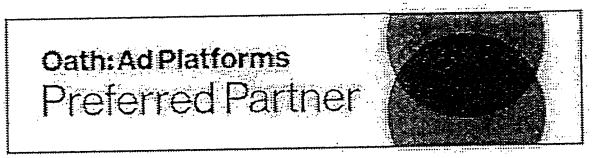
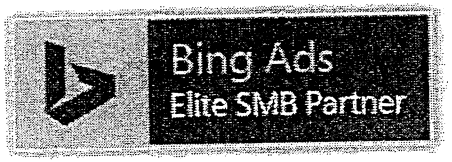

Driving vital conversations
every day, on every platform.
260
DAILY BRANDS
46
STATES
140MM+
UNIQUE MONTHLY
VISITORS
REACHING
1 in 2
US ADULTS
300K+
CLIENTS
285MM
LOCAL LEADS
DELIVERED
SOURCES: Audiences: 2019 comScore Multi-Platform / GfK MRI Media + Fusion;
Total client count: Prior 24 months through EOM August 2019

Partnerships

We work with the best, so you get the best possible results.







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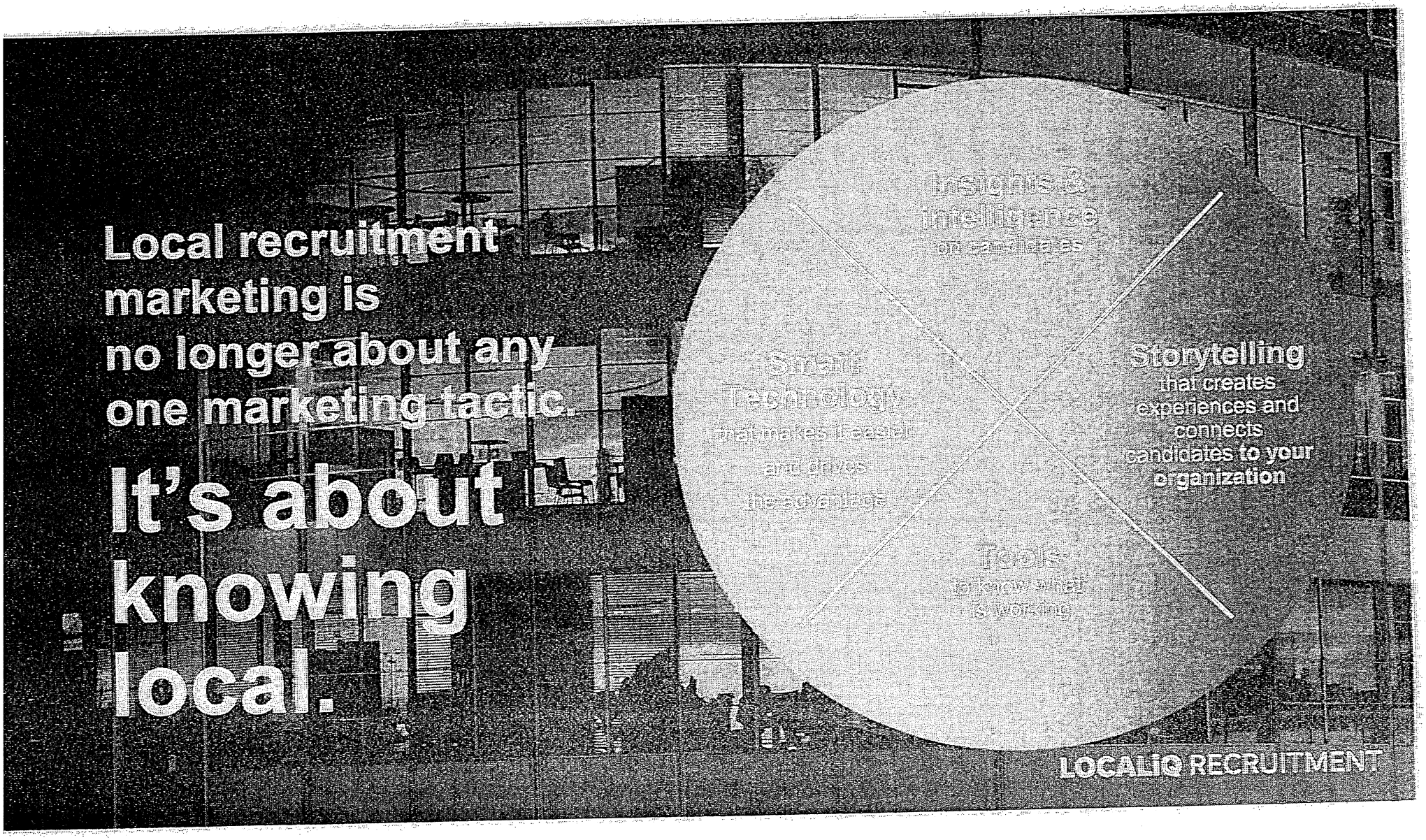
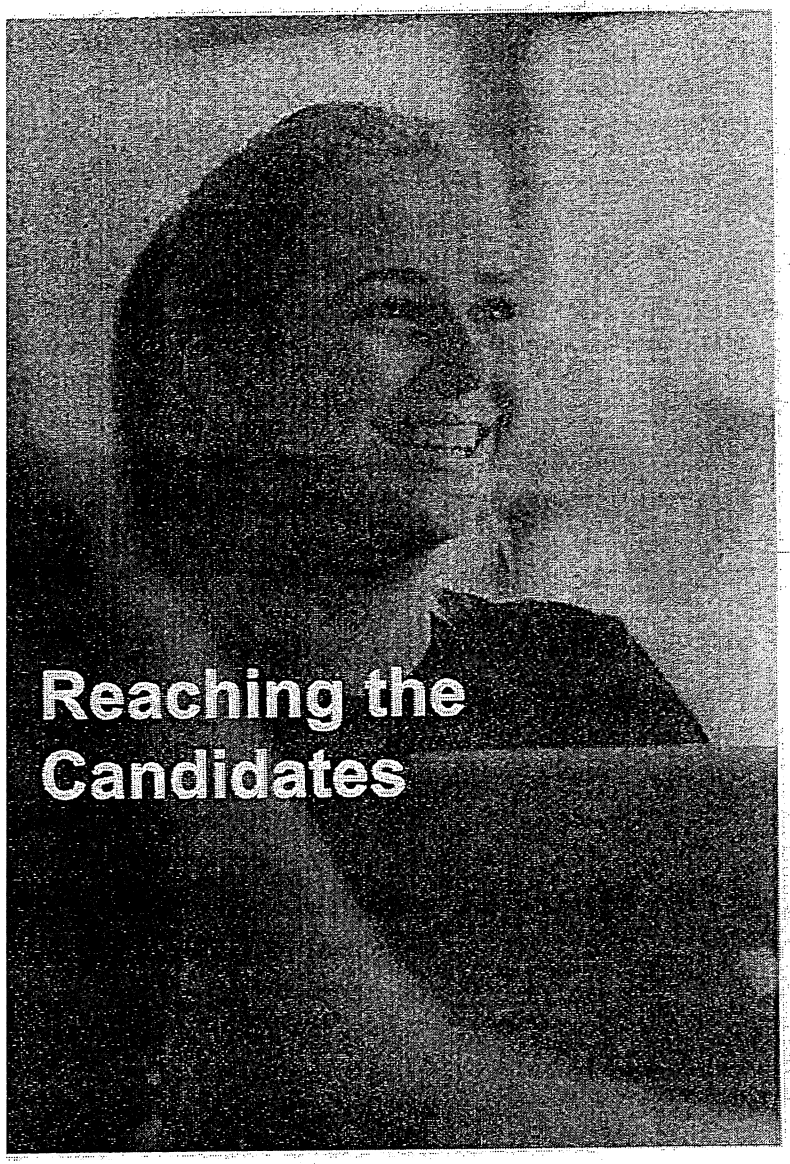

Local recruitment marketing is no longer about any one marketing tactic.
It's about knowing local.
Insights & intelligence on candidates
Smart Technology that makes it easier and proves the advantage
Tools to know what is working
Storytelling that creates experiences and connects candidates to your organization
LOCALiQ RECRUITMENT



Reaching the Candidates

Targeted Display:
Targeted Display Ads aimed at generating impressions from relevant site traffic on our network of sites including **ESPN, CNN, Yahoo, Fox News, and many more.**

Social Media & Video:
86% of active candidates use smartphones to begin a job search. 69% of US adults use Facebook, 74% are daily users

Viewers retain 95% of a message when they watch it in video compared to 10% when reading it in text

Targeted Job Distribution:
With so many job boards out there, it's challenging to know if you're spending your time and budget promoting job ads in the right places. LOCALiQ RECRUITMENT allows you to promote your open position on thousands of job boards with one single job posting ad. Using smart technology - AI.

Diversity & Veterans Outreach:
Expanding your outreach and building a diverse talent pipeline. Helps contribute to your recruiting compliance requirements.

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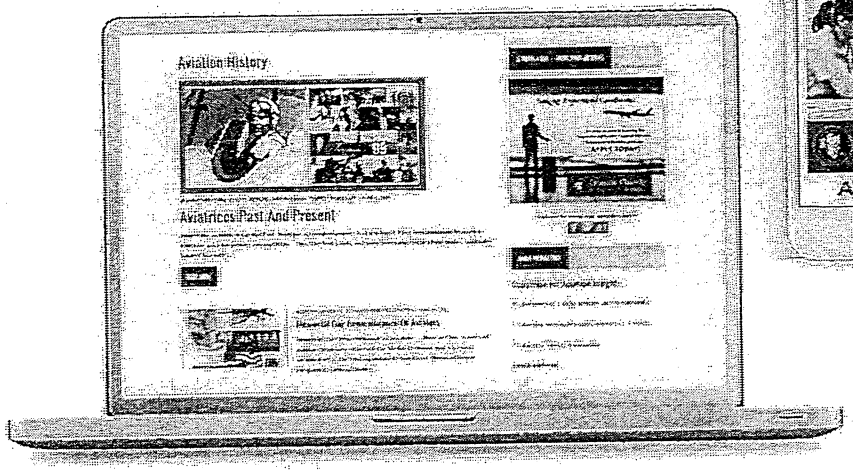
Marketing Samples.

LOCALiQ RECRUITMENT

Digital: Targeting Passive & Active Candidate

Stay in front of new candidate wherever they "hang out"



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Targeted Display Examples:

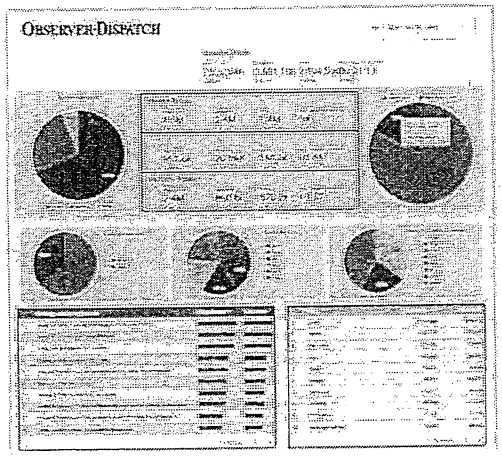
Banner Ad Targeting Local Readers on **uticaod.com** and what that can look like.

Q2 2020 Readership Data:

- 2,105,590 Users (Unique Reades)
- 7,520,046 page views

Source: Google Analytics

Always flowing the data!



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Print Examples:

O-D Observer-Dispatch
serving Oneida County

Circulation:
Monday – Saturday: 16,000
Sunday: 18,000

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Case Studies

A Community Collage – A Local Hospital – A Town & A S[illegible]
All 2019 and Current Clients

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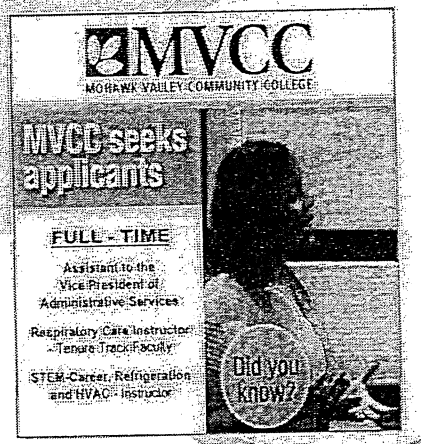
MVCC – Mohawk Valley Community College



2019 GOAL

Recruit & Hire:

- Full Time STEM Instructors with Refrigeration and HVAC experience
- Part Time A&P Program Technical Assistant
- Part Time Ballroom Dance Instructor

- Shortage of STEM instructors/teachers with in-the-field experience
- STEM professionals with a flair for teaching
- Wide variety of job titles HVAC - Ballroom Dancing

Targeted Display Campaign
Banner Advisement on news site
Job Board Distribution
Print Advertising

$25-30,000 over 12 month

Jennifer DeMayo
Recruitment & Employment Specialist
Human Resources

JDeMayo@mvcc.edu
315-792-5420

LOCALiQ RECRUITMENT

Rome Memorial Service part of Rome Hospital

2019 GOAL

Recruit & Hire:
- Healthcare professional – all disciplines
- Technicians – all disciplines
- Support Staff – Janitorial to F&B

Shortage of skilled Nurses, Doctors and Technicians
Pay and Company Culture are the main drive fore HC professionals to consider a career change. Branding Rome Memorial as an employer of choice.

- Targeted Display Campaign
- Banner Advisement on news site
- Job Board Distribution
- Print Advertising

$30,000 over 12 month

Gina Chamber
1500 N James St
Rome NY 13440

gchambers@romehospital.org
315-338-7219

LOCALiQ RECRUITMENT

Town of Barnstable on Cape Cod

2018 through 2020 GOAL

To meet the need of the towns legal and administrative staff requirements as well as the seasonal hires supporting the community's summer and winter program, and road crew personal.

Over 105 unique job titles over the last 2 years
High cost of living and low housing inventory
Competing with the SouthCoast and the Greater Boston for talent

Annual ZipRecruiter Agreement this includes "job boost" for harder to fill positions and resume database access.

$12,000 Annually

Bill Cole, IPMA-SCP
Human Resource Director
Town of Barnstabel

William.Cole@town.barnstable.ma.us
508-862-4691

LOCALiQ RECRUITMENT

Rome City School District

ROME
CITY SCHOOL DISTRICT

2019 GOAL:

Meet the annual staff requirements to support the current semesters number of students and their specific needs.

Shortage of STEM teachers
New principal and assistant principal to be hired

ZipRecruiter
Print
Banner Advertisement on news site

$25,000 over 12 month

Chris Brewer
Rome City School
409 Bell RD
Utica NY 13440

cbrewer@romecsd.org
315-338-6551

LOCALiQ RECRUITMENT

More Case Studies.

All Industries, go to: https://localiq.com/success-stories

Pricing

Different skills/jobs requirements requires different outreach efforts

To simplify the campaign options and pricing, we recommend a basic approach with the ability to optimize efforts depending on the job title and how hard it is to fill. Most efforts can start within 24 to 48 hours upon notification M-F.

Basic Online Job Distribution
30 Days Online – 100+ job boards
- Diversity/Veterans Network - EOE/AA listings
- Social Media – Facebook & Instagram
- 10K Impressions on uticaod.com

$450 for one job

Multiple Job Slots at any given time from one or a combination of the county's departments.
30 days online as listed above
- 10 job slots $382/job
- 20 job slots $370/job
- 50 job slots $329/job
- 75 job slots $308/job

Targeted Display Ads
Tailored to reach specific skill sets, demographics & passive candidates*
- uticaod.com - The Observer-Dispatch's News Site
- Facebook Ads
- USA Today Network
- ESPN, CNN, Yahoo, Fox News, and many more

Hard to fill job are targeted based on skills, local demographics, and the number of applicants needed. Targeting is $15/CPM
$500 - $1,500 per campaign depending on local candidate availability

Print:
Display Ad in The Observer-Dispatch – use strategically
¼ pg. $375 with any online purchase
½ pg. $575 with any online purchase

No two jobs titles have the same requirements, as we post the jobs we tailor the outreach to suite the specific job.

* Passive Candidates – Skilled individuals but not actively looking for work but willing to consider career opportunities

LOCALiQ RECRUITMENT

We are here for you, and always ready to meet with you!

Your day-to-day contact:
Kat (Maura) Courto, Recruitment Media Consultant
Over 30 years experience in advertisement sales
Located in Utica, NY @ The Observer-Dispatch
mcourto@localiq.com 315-725-8165
linkedin.com/in/kat-courto-295107104/

Supported by:
Tarah Furtado, Recruitment Consultant
8 years at Monster (the job board) and 3 years at LOCALiQ RECRUITMENT
Located in Wilton, NH
tfurtado@localiq.com 603-617-3642
linkedin.com/in/tarah-furtado-1077293/

Mike Butler, Manager, Digital Marketing and Client Success
6 years experience with a focus on data driven digital marketing & customer relationships.
Located in Indianapolis, IN
mbutler@localiq.com 317-444-5135
linkedin.com/in/michael-butlerin/

Anna Brekka, Director, Recruitment Advertisement
17 years in the Recruitment Industry
Experienced recruitment, sales, marketing, events, and network leader with a passion recruiting.
Located in Francestown, NH.
abrekka@localiq.com 603-731-0924
linkedin.com/in/annebrekka/

Ashley Judge, Director Ad Operations & Client Success
12 years of Ad and Sales Management and Client Success experience in Recruitment Advertisement
Located in Greenwood, IN
ajudge@gannett.com 317-444-5004
linkedin.com/in/ashley-n-judge-785a1b14

LOCALiQ RECRUITMENT

Next Steps

Let us help you tell **The County of Oneida's** employee story in order to attract and hire your new team members.

Our Mission:
Create Career Awareness
and Candidate Interaction
Telling Your Story

It is understood and agreed to by the Proposer that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Proposer") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Proposer.

3. Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County of third parties with regard to the Proposer's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Proposer prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Proposers acknowledge that the County is subject to Article 6 of the Public Officers Law.

9. All references to time contained in this RFP are Eastern Standard Time. Proposers are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Gannett Co., Inc.
Legal name of organization

8/4/2020
Date

Signature

Anna Brekka
Printed Name

Director Recruitment Advertising
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Standard Oneida County Conditions Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the "Addendum – Standard Oneida County Conditions" has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this acknowledgement so requires.

Gannett Co., Inc.
Legal name of organization

8/4/2020
Date

Signature

Anna Bielby
Printed Name

Director Recruitment Advertising
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL
ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into by and 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 statue 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).

221 Oriskany Plaza, Utica, NY
Oneida County, NY 13501

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.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Non-Collusion Certification
(GML § 103-d)

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 his/her 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; 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.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Gannett Co., Inc.
Legal name of organization

8/4/2020
Date

Signature

Anna Bickha
Printed Name

Director Recruitment Advertising
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Sexual Harassment Prevention Certification

(Lab. Law § 201-g)

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 the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Gannett Co., Inc.
Legal name of organization

Signature

8/4/2020
Date

Anna Bekka
Printed Name

Director Recruitment Advertising
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Recycling and Solid Waste Management Certification
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Fawn-Co., Inc.
Legal name of organization

8/4/2020
Date

Signature

Anna Bobba
Printed Name

Director Recruitment Advertising
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Iran Divestment Act Compliance Certification
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 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 that is in violation of the Act 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 in default.

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

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 his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Gannett Co., Inc.
Legal name of organization

8/9/2020
Date

Signature

Anna Bickley
Printed Name

Director Recruitment Advertising
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Purchase of Tropical Hardwoods Prohibition Certification
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that 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.

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 his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "proposer", whenever the sense of this certification so requires.

Garnet Co., Inc.
Legal name of organization

8/4/2022
Date

Signature

Anna Bolder
Printed Name

Director Recruitment Advertising
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

ADVERTISING COMMITMENT

This Advertising Commitment, entered into by and between [GANNETT ENTITY] ("**Publisher**") and [ADVERTISER NAME] ("**Advertiser**") and [[AGENCY Name] ("**Agency**")] is subject to the terms of the Advertising Services Agreement between Publisher and Advertiser dated as of __/__/____ (the "**Agreement**"). Advertiser and Publisher hereby agree to the following Commitment during the period indicated below ("**Commitment Term**"). If, during or at the conclusion of the Commitment Term, Advertiser desires to make a new Commitment with Publisher, the parties will separately execute a new Advertising Commitment that will be incorporated into this Agreement by reference. Each Advertising Commitment is independent of each other. Capitalized terms used in this Advertising Commitment and not defined herein will have the meanings ascribed to such terms in the Agreement. **All advertising must comply with Publisher's policies and guidelines. Publisher reserves the right to reject any advertising, in its sole discretion, that does not comply with the policies and guidelines.**

Total Spend: $ _____

The parties agree that the Rates below will apply to Advertiser's purchases of the Services during the Commitment Term. Following the Commitment Term, unless the parties execute a new Advertising Commitment, all Services purchased by Advertiser will be billed at Publisher's then-current Standard Rate for such Services.

1. Print Advertising (Addendum A): the Advertiser agrees to the following rates (size, frequency, cost per inch, cost per insertion):

_____

Print to SEO/directory: $_____ per ad. Advertiser can opt out at any time upon request.

Print Commitment term:_____

2. Preprint Advertising (Addendum A): the Advertiser agrees to the following rates (size, frequency, quantity, distribution):

_____

Preprint Commitment term:_____

3. Digital Display (Addendum A): The Advertiser agrees to the following digital display rates (impressions, CPM, CPD, sponsorship):

_____

Digital Display Commitment term:_____

4. Branded Content (Addendum A-2): the Advertiser agrees to the following Branded Content campaign:

_____

Branded Content Commitment term:

5. PFP & Lead Generation Ads (Addendum A): The Advertiser agrees to the following rates and terms:

_____

PFP Commitment term:_____

6. Digital Marketing Services (Addendum B): The Digital Marketing Services rates outlined herein are based upon the Company's Digital Marketing Services Rate Card (SEO, PPC, email, social ads, social media management and web development):

_____

Digital marketing services will continue until cancelled. A minimum of 30 days prior written notice of cancellation is required.

Digital Marketing Services Commitment term:_____

7. Other Advertising: (Specialty Magazine, We Print, Post its, etc.). The rates for Other Advertising outlined herein shall be earned based upon fulfillment of the Advertising Commitment: _____

Other Advertising Commitment term:_____

8. Sponsorship (Addendum C): The Advertiser has hereby agreed to the following sponsorship benefits of the Event and the Fee:

_____

Sponsorship Commitment term:_____

AGREED AND ACCEPTED:

PUBLISHER REPRESENTATIVE

By:_____

Name:_____

Title:_____

PUBLISHER REPRESENTATIVE

By:_____

Name:_____

Title:_____

ADVERTISER

By: _____

Name:_____

Title: _____

AGENCY

By: _____

Name:_____

Title: _____

ADVERTISING SERVICES AGREEMENT

This Advertising Services Agreement (this "**Agreement**") is entered into as of the date of later signature below ("**Effective Date**") by and between [GANNETT ENTITY], with offices at [Insert Address] ("**Publisher**") and [ADVERTISER NAME], with offices at [Insert Address], and ("**Advertiser**") [AGENCY with offices at [insert address] ("**Agency**"). Subject to the applicable Standard Terms and Conditions (the "**Standard Terms**") herein, Advertiser desires to procure from Publisher, and Publisher desires to sell to Advertiser, on behalf of itself and/or its affiliates identified in this Agreement, the Services described in this Agreement (each a "**Service**"). Advertiser may purchase any of the Services described in this Agreement from time to time by submitting insertion order forms to Publisher that reference this Agreement and the applicable Service(s) to be purchased and contain other applicable terms and conditions (each an "**Order**").

1. Addendums and Orders. In addition to the terms set forth in these Standard Terms, Advertiser's purchases of Services from Publisher under this Agreement are subject to the terms and conditions set forth in the applicable Service-specific addendum to this Agreement (each an "**Addendum**"). The details regarding Advertiser's purchase of a particular Service (e.g., run dates, ad sizes, etc.) will be described in an Order. Multiple Orders may be executed under this Agreement for a single type of Service.

2. Term. The term of this Agreement will commence as of the Effective Date and shall continue in effect unless and until terminated as set forth herein ("**Term**").

3. Economic Terms.

3.1. Fees. Fees for each Service purchased by Advertiser hereunder will be calculated based on Publisher's (or its affiliates', if applicable) standard rate card for such Service ("**Standard Rates**"). Notwithstanding the foregoing, if Advertiser is committing to an annual spend amount or making other firm commitments (e.g., placement, frequency and/or volume commitments), as further specified in Advertising Commitment (each a "**Commitment**"), Publisher and Advertiser may agree that Advertiser is entitled to discounts off of the Standard Rates on Services purchased in satisfaction of such Commitment. Any such discounts will be reflected in Advertising Commitment (or in adjusted rate cards attached to Advertising Commitment).

3.2. Payment. Publisher will invoice Advertiser on a monthly basis, and payment is due within thirty (30) days of invoice date. If Advertiser fails to timely pay, Publisher may suspend the provision of services hereunder or immediately terminate this Agreement. Advertiser agrees to reimburse Publisher for all expenses incurred by Publisher in connection with the collection of amounts payable, including court costs and attorneys' fees. If this Agreement is terminated due to Advertiser's failure to timely pay, Publisher may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable, and all discounts shall be forfeited. All deliverables will be the property of Publisher until payment in full is received.

3.3. Expenses. All expenses related to the delivery of Advertiser Content or other materials to Publisher and the return of such materials by Publisher (if return is directed in writing by Advertiser) shall be paid by Advertiser. Publisher may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have been made.

3.4. Taxes. In the event that any federal, state or local taxes are imposed on Advertiser's use of the Services hereunder, such taxes shall be assumed and paid by Advertiser.

3.5. Late Payment. If any amount is not paid within thirty (30) days of when due, Publisher reserves the right to charge interest at the rate of twelve percent (12%) per annum or the maximum amount permitted by law (whichever is lower), computed from the original due date until paid.

3.6. Credit Check. The terms of this Agreement may be subject to a satisfactory credit check on Advertiser (and/or Agency, as defined below). Publisher may request advance payment for any advertisement(s) or other material provided by Advertiser or Agency if periodic credit checks are not satisfactory.

3.7. Billing/Credits. Any claims by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within ninety (90) days of the invoice date or the claim will be waived. In the event Advertiser is entitled to a credit due to overpayment of an invoice, Advertiser must use the credit within ninety (90) days of issuance or the credit will be forfeited. No cash refunds will be provided for any credit earned by the Advertiser. All credits earned will be for the benefit of Advertiser.

4. Reservation of Rights. **All advertising must comply with Publisher's policies and guidelines. Publisher may reject, remove or cancel any Ad, space reservation or position commitment at any time in its sole discretion.** Publisher also may edit or modify any Ad or other material submitted by Advertiser or its Agency, or place the Ad in any Publisher advertising classification or section that Publisher deems appropriate. Publisher shall have full latitude with respect to positioning all advertisements in the Newspapers or on its Digital

Properties; provided, however, that Publisher will use its reasonable efforts to accommodate Advertiser's positioning requests.

5. Advertising Materials.

5.1. Content. Advertiser may, from time to time, provide Publisher with advertising materials, including, without limitation, text, data, video, audio, images, illustrations, and graphics, trademarks, service marks, and logos (collectively, "**Advertiser Content**") for use in connection with Publisher's distribution of the Services purchased hereunder.

5.2. License. Advertiser hereby grants Publisher and its designees a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, mirror, distribute, perform and display the Advertiser Content (or any portion thereof) via print and on the websites (mobile and traditional), properties, applications and/or devices described in this Agreement (including any Orders) (collectively, the "**Distribution Networks**"); (ii) to modify, copy, reformat, transmit and otherwise manipulate the Advertiser Content in connection with such display; and (iii) to use Advertiser's name and logo in connection with providing the Services.

5.3. Clearances. Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, "**Clearances**") from third parties necessary to enable Publisher to distribute the Advertiser Content under this Section 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.

5.4. Advertiser Approval Right. To the extent that Publisher and/or its affiliates are developing any creative or other deliverables on behalf of Advertiser under any Order (e.g., Ads, emails, social media campaigns, etc.), Advertiser will have two (2) days from receipt of any such deliverable to review and approve the deliverable. Advertiser must notify Publisher in writing of any rejection of the deliverable within two (2) days after receipt thereof or the deliverable will be deemed approved by Advertiser. Advertiser will not unreasonably withhold its approval. Only one (1) round of revisions shall be provided unless otherwise agreed by Publisher. Additional corrections or modifications will be subject to an additional charge and may result in delays in the service start date.

6. Ownership. All Advertiser Content or other materials furnished by Advertiser for use hereunder will remain the property of Advertiser and, subject to Section 3.3, will be returned upon request. The results of any and all work performed by Publisher, including development of advertising material, creative work, or other content for Advertiser, will be the property of Publisher. Advertiser may not modify such material or authorize the reproduction or use of such material in any medium without Publisher's prior written consent. Unless otherwise agreed by the parties, Advertiser and its affiliates may use such creative content only in the format provided by Publisher.

7. User Information. Any user or usage data or information collected via Publisher's Digital Properties or related to Publisher's Digital Properties, or any information collected from sites operated by Publisher's affiliates under this Agreement, shall be the property of Publisher and/or such affiliates. Advertiser shall have no rights in such information by virtue of this Agreement. Any user or usage data or information collected shall be the property of Publisher.

8. Termination.

8.1. Termination of Agreement. Either party may terminate this Agreement (including all Addendums entered into hereunder) upon written notice to the other party (i) at any time, if there are no current Orders then in effect under any Addendum; (ii) in the event of a material breach of this Agreement or any Order by the other party that remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching party; or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or ceases business as a going concern.

8.2. Termination of Orders. Publisher may terminate any Order for convenience at any time upon thirty (30) days' prior written notice to Advertiser.

8.3. Effect of Termination. Upon any termination of this Agreement, Advertiser shall pay to Publisher all accrued and unpaid fees for Services utilized by Advertiser through the effective date of termination. Sections 3, 4, 5, 6, 7.3, 8, 9, 10, 11 and 12, as well as any other representations, warranties or indemnification obligations under any Addendum will survive any termination of this Agreement.

9. Representations and Warranties; Disclaimer.

9.1. Advertiser Warranties. Advertiser represents and warrants that (i) it has the full right, power and authority to grant the licenses and related rights granted herein and has acquired any and all Clearances that are necessary in connection with Publisher's exercise of such rights and licenses, (ii) Advertiser is in compliance with all U.S. federal and state laws and regulations applicable to its business operations and products and/or services being advertised or promoted, (iii) the Advertiser Content is true and accurate, does not violate any federal, state or local law or federal or state regulation and is not misleading, defamatory, libelous or slanderous, (iv) Publisher's use of the Advertiser Content in connection with providing the Services will not infringe upon or violate the rights or property interests of any third party, including without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party, or any right of privacy or publicity, and (v) for digital services, Advertiser will maintain a privacy statement on its principal website ("**Privacy Statement**") that complies with applicable law and accurately and transparently discloses its privacy practices to users of such website, including any privacy practices implicated by the undertakings contemplated by this Agreement.

8.2 Online gambling and sports betting (if applicable). If Advertiser offers online gambling or sports betting, Advertiser represents and warrant that it is, it has been in the prior 12 months, and it shall be during the Term of this Agreement, in compliance with all U.S. and state laws and regulations, including, but not limited to, each state in which it conducts any online gambling or sports betting, including, but not limited to, not offering domestic or offshore online gambling to U.S. residents when such activity is legally prohibited. Advertiser shall promptly notify Publisher, in writing, if any of the foregoing representations and warranties become untrue.

8.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER CONTENT OR OTHER MATERIALS DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR, AND PUBLISHER WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY ADVERTISER RELATING TO THE UNAVAILABILITY OF THE INTERNET OR WEBSITE(S) ON WHICH ADVERTISER'S ADVERTISEMENTS ARE PUBLISHED. PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE RESULTS OF SERVICES, INCLUDING WITHOUT LIMITATION, THE NUMBER OF IMPRESSIONS, CLICK-THROUGHS, OR LEADS AND ANY PROMOTIONAL EFFECT OR RETURN ON INVESTMENT.

10. Indemnity.

10.1. Indemnity. Advertiser will indemnify and hold Publisher, Gannett Co., Inc., any other entities that own or operate any of the Distribution Networks and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a "**Publisher Indemnitee**") harmless from and against any and all suits, judgments, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of a third-party claim resulting from (i) the Advertiser Content and other materials provided by Advertiser, or any websites or content that is linked to from any such Advertiser Content or other materials, including, without limitation, any claim such Advertiser Content or material is libelous or defamatory or violate or infringe the rights of any third party, including any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights, or any rights of privacy or publicity, or claims based on Advertiser's willful misconduct, negligence or strict liability for a defective product; (ii) violation of or failure to comply with any federal or state laws, rules or regulations applicable to Advertiser's business operations, products and/or services; (iii) any actual or alleged breach of Advertiser's representations, warranties, or obligations under this Agreement; or (iv) Advertiser's Privacy Statement.

10.2. Duty to Defend. Advertiser shall defend at its own expense any claim instituted by any person or entity against a Publisher Indemnitee resulting from a claim covered by Section 9.1. The Publisher Indemnitee(s) will have the right, at its or their option, to defend such litigation jointly with Advertiser. Advertiser may not agree to any settlement that imposes any obligation or liability on a Publisher Indemnitee without such indemnitee's prior written consent.

11. Limitation of Liability. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (IF ANY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLISHER'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR OWED BY ADVERTISER TO PUBLISHER HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Agencies. If Advertiser is using an advertising agency in connection with this Agreement, Advertiser and such agency (the "**Agency**") shall be jointly and severally liable for compliance with the terms of this Agreement and any Order. Publisher may pursue any applicable remedies in the event of default of this Agreement (including any non-payment) against Advertiser or Agency or both without any requirement of first seeking a remedy from one or the other. This Agreement renders void any statements concerning liability which may appear on correspondence from Agency or Advertiser. Advertiser and Agency further agree that Publisher does not and will not accept orders or space reservations claiming sequential liability. The person or entity signing this Agreement on behalf of Advertiser warrants that such person or entity is duly authorized and has the full power to bind Advertiser to this Agreement and agrees to indemnify and hold Publisher, and their subsidiaries and affiliated companies, and all of their respective employees, officers, directors, agents, successors and assigns, harmless from any and all claims, losses, damages or costs (including reasonable attorneys' fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission or other payment due to Agency.

13. Miscellaneous.

13.1. Waiver/Severability. The waiver or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of the same or any other term or condition. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

13.2. Assignment. Advertiser may not assign any of its rights and/or obligations hereunder or this Agreement without Publisher's prior written consent. Publisher shall have the right to assign, delegate or transfer, its rights and obligations, under this Agreement, in whole or in part. Publisher shall provide written notice to Advertiser of any such assignment.

13.3. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

13.4. Waiver of Jury Trial. Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to this Agreement.

13.5. Force Majeure. Neither party will be liable to the other party for delays and/or defaults in its performance or commitments under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fire or explosion, flood, earthquake, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workers or other labor disturbances, or acts or requests of any governmental authority.

13.6. Electronic Contract. The following provision applies if the Agreement is accepted electronically. The Agreement is an electronic contract that sets out the legally binding terms of the Services. Advertiser (or its authorized agent) indicates acceptance of the Agreement by clicking on the "Click to E-Sign" button (or its equivalent if the electronic signature platform being used does not have a specific "Click to E-Sign" button). This action creates an electronic signature that has the same legal force and effect as a handwritten signature on a written contract under any applicable law or regulation and is equally binding. By clicking on

the "Click to E-Sign" (or equivalent) button, Advertiser (or its authorized agent) acknowledges reading and accepting the Agreement and represents, warrants and agrees that Advertiser (or its authorized agent) has the power, authority and legal right to enter into the Agreement on behalf of Advertiser.

13.7. Third Party Beneficiaries. The disclaimers and limitations of liability made by Publisher, and the representations and warranties made by Advertiser in this Agreement shall apply to Publisher's vendors, as intended third party beneficiaries of this Agreement.

13.8. Entire Agreement. This Agreement, including any Addenda or Order(s), is the entire agreement of the parties regarding the provision of the Services and supersedes any and all prior written or oral agreements between the parties related to the subject matter hereof. This Agreement may not be modified except in a writing signed by both parties.

13.9. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, including applicable Addenda, as of the Effective Date.

PUBLISHER

By: _____

Name: _____

Title: _____

Date: _____

PUBLISHER

By: _____

Name: _____

Title: _____

ADVERTISER

By: _____

Name: _____

Title: _____

Date: _____

AGENCY

By: _____

Name: _____

Title: _____

ADDENDUM A – PRINT AND ONLINE ADVERTISING

If Advertiser is purchasing (i) print advertising ("**Print Ads**") for display in Publisher's newspaper property(ies) (each a "**Newspaper**"), or (ii) online display advertising ("**Digital Ads**" and collectively with Print Ads, "**Ads**") for distribution on Publisher's digital media property(ies) (e.g., Publisher's website(s), Publisher's tablet or mobile applications, digital display ads associated with the e-edition of Publisher's newspaper, etc.) specified in the applicable Order (each a "**Digital Property**"), then the additional terms and conditions set forth in this Addendum A and Addendum A-2 will apply to each Order submitted for such Advertising Services.

1. Rates. Unless otherwise specified in Advertising Commitment in connection with a Commitment from Advertiser, Advertiser's purchase of Ads for display in the Newspapers, on the Digital Properties will be billed at Publisher's Standard Rates. Upon request, Advertiser will be provided a copy of Publisher's standard rate card. The rate card, including any applicable terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates, at any time and from time to time. Publisher will provide Advertiser with at least 30 days' prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue display of the applicable Ads by giving written notice to Publisher prior to the effective date of such changes. Advertiser's right to discontinue the display of its Ads shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue display of the applicable Ads, then, following the expiration of the notice period, all Ads shall be billed at Publisher's increased rates.

2. Delivery.

2.1. Deadlines. Advertiser will provide Publisher all applicable Ads by Publisher's standard deadline (as designated by Publisher), in a format suitable for display in the Newspaper(s) or on the applicable Digital Property(ies), as applicable, via a transmission method mutually agreed upon by the parties. Advertiser shall have the right to change any Ads(s) after submission, provided that it submits any such changes to Publisher no later than Publisher's standard deadline (as designated by Publisher). Advertiser shall pay all expenses connected with the delivery of the Ad(s) to Publisher. Changes to any Ads after first publication may result in additional charges, which will be disclosed to Advertiser in advance.

2.2. Submission of Advertising Materials. Unless otherwise agreed to by the parties in writing, Advertiser will provide all creative services and necessary text, data, images, illustrations or graphics and/or other materials with respect to the Ads(s). Advertiser will submit the Ad(s) in accordance with the applicable Publisher policies in effect from time to time, including policies regarding artwork specifications, format and submission deadlines.

3. Ad Serving. Advertiser grants to Publisher a license to (a) display Advertiser's Ads on the Distribution Network; and (b) modify, copy, reformat, transmit and otherwise manipulate the Ads in connection with such display. Advertisements will be served in accordance with one of the following options:

3.1. By Publisher. If Publisher will be responsible for serving the Digital Ads through its own ad servers, then Publisher will track delivery of the Digital Ads through such servers. The parties agree that Publisher's final impression measurements will be used to determine the fees due under this Agreement.

3.2. By a Third Party. If a third party ("**Third Party**") will be responsible for serving the Digital Ads through such Third Party's ad server, and such Third Party will track delivery of the Digital Ads through its server. The Third Party's final audited impression measurements will be used to determine the fees due under this Agreement. If the parties agree to use a Third Party ad server under the terms of this Addendum, Advertiser agrees to provide Publisher with a user login name and password to access the Third Party's impression measurements for purposes of verification of such measurements.

4. Invoices. Publisher agrees that invoices covering the delivery of Ads hereunder will contain: (a) the dates and times upon which Advertiser's Ads were displayed in the Newspapers and/or the Digital Properties, and, if applicable, dates and times upon which the Ads could be accessed on the Digital Properties, (b) where applicable, the number of impressions, and/or click-throughs reported during such dates, and (c) the charge to Advertiser. The invoice shall serve as Publisher's) certificate of performance.

5. Short-Rating. If Advertiser has made a Commitment in accordance with Advertising Commitment of this Agreement and, at the end of the Commitment Term set forth in Advertising Commitment Advertiser has either (i) purchased less volume (inches/pages/impressions) of Ads than agreed to in the Advertising Commitment or (ii) fallen short of the minimum revenue commitment agreed to in Advertising Commitment, then, if Publisher's Standard Rates are higher than the rates Advertiser was paying during the Commitment Term, (a) Advertiser will be billed for (and will be obligated to pay) the difference between the Standard Rate and the Commitment Term rate for all Ads that ran during the Commitment Term, and (b) Advertiser will be billed at the Standard Rate (as such Standard Rate may be modified in accordance with Section 1, above) for all Ads run after the Commitment Period.

6. Cancellation.

6.1. Cancellation of Print Ads. Cancellations will not be accepted for Print Ads after the Publisher's standard closing time, as designated by Publisher. Advertiser will be responsible for any production or creative services provided by Publisher regardless of the cancellation of any Print Ads.

6.2. Cancellation of Digital Ads

6.2.1. Cancellation Prior to Initial Distribution. At any time prior to the serving of the first impression of a Digital Ad on a Digital Property under this Agreement, Advertiser may cancel an online advertising campaign on thirty (30) days prior written notice to Publisher.

6.2.2. Cancellation After Initial Distribution Once the first impression of a Digital Ad has been served on any Digital Property, Advertiser may cancel an online advertising campaign by giving Publisher written notice of such cancellation, which cancellation will be deemed effective on the later of: (i) thirty (30) days after serving of the first impression of the applicable campaign; or (ii) fourteen (14) days after providing Publisher with such notice. If Advertiser exercises its right to cancel under this Paragraph 8(b), Advertiser will be responsible for all fees that accrue prior to the cancellation date.

7. Responsibility for Advertisements.

7.1. Technical Quality; Typographical Errors; Incorrect Insertions or Omissions. Publisher is not responsible for any material that is not properly displayed or that cannot be accessed or viewed

because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies). This Agreement cannot be invalidated, and neither Publisher will be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to this Agreement or omitted from display or publication.

9.2 Failure to Display Advertiser Content. Publisher Properties hereunder) are not required to display any Advertiser Content or other material for the benefit of any person or entity other than Advertiser. If there is an interruption or omission of the publication of any Advertiser Content or other material contracted to be published hereunder, Publisher may suggest a substitute time period for the publication of the interrupted or omitted Advertiser Content or material or run the Ads in a different position in the Newspaper(s) or on the Digital Property(ies), as determined by Publisher. Alternatively, in cases where Advertiser is paying on a fixed fee basis or has paid in advance, and if no such substitute time period is acceptable to Advertiser in Advertiser's good faith business judgment, Publisher shall provide a "make good" in the form of a reduction in the amount of fees due to Publisher (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted Ad(s). Such substitution in time period or placement or reduction in fees shall be Advertiser's sole and exclusive remedy for any failure to display Ads or other advertising material and Publisher shall have no further liability hereunder for such failure.

9.3 Removal or Change of Content. Publisher, in its sole discretion, may remove or revise its Newspaper(s) and/or Digital Property(ies), including the Newspapers' and/or Digital Properties' content, nature, design, and/or organization, during the term of this Agreement. If any such revision materially alters the value of the Ad(s) to be run by Advertiser, Publisher will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected ads due to such revision, Advertiser may cancel this Agreement with respect to the affected Ad(s) and shall not have to pay (or shall receive a refund) for Ads not displayed due to such cancellation. Such cancellation shall be Advertiser's sole and exclusive remedy and Publisher shall have no further liability whatsoever.

9. Pre-Print Policy. All pre-prints must conform to the Publisher's standard pre-print specifications and recommended waste calculations, which will be provided by each Publisher. Inserts must be delivered to the Publisher at least 10 days in advance of distribution date. The Publisher will invoice pre-print billing quantities based on copies actually distributed (i.e., home delivery net sales, single copy total draw, and other circulation). Advertiser agrees to be billed the ordered distribution in the event that out of specification inserts are received.

10. Branded Content Advertising. This section applies if the campaign(s) described in the Agreement contemplate that Publisher will distribute Branded Content (aka "Native Advertising") campaigns on behalf of Advertiser. Branded Content can include short-form content or long-form content, videos, emails, or social media posts that is published on Publisher's print and/or digital platforms and that is either (i) created by or on behalf of Publisher, at Advertiser's direction, for the purpose of enabling Publisher to run a contextually relevant advertisement on behalf of Advertiser ("**Publisher Branded Content**"), or (ii) is created or provided by Advertiser or its designee for placement by Publisher in or on its print or digital properties specified herein ("**Advertiser Branded Content**"). Advertiser, in its sole discretion, will have the right to approve any Publisher Branded Content prior to publication or distribution by Publisher in connection with the campaign described herein, and Publisher, in its sole discretion, will have the right to approve any Advertiser Branded Content prior to publication or distribution by Publisher in connection with such campaign. For clarity, Publisher will not be obligated to publish, via any platform, any Advertiser Branded Content that Publisher determines, in its sole discretion, does not meet Publisher's content guidelines or is otherwise inappropriate for publication. In addition, Publisher reserves the right, in its sole discretion, to include labels in, on and/or around any Branded Content published on behalf of Advertiser hereunder that indicate that the applicable Branded Content was paid for and/or provided by Advertiser.

11.1 FTC Guidelines. Publisher and Advertiser shall each comply with all applicable laws, rules and regulations, including without limitation the FTC's Guides Concerning Endorsements and Testimonials and the FTC's Enforcement Policy for Native Advertising.

11.3 Cancellation of Branded Content Campaign. If Advertiser cancels prior to the start date of the campaign, Advertiser shall be obligated to pay for any fees and costs incurred associated with the Services which have been completed up to the point of cancellation, plus non-cancellable costs and fees which are owed for third party contracts which cannot be cancelled.

11. Pay for Performance / Lead Generation. This section applies to an Advertisement in the Publication or on the Publication's website which include a designated phone number or a tracking code or a click through from the Publication's Site to the Advertiser by which Publication and Advertiser can track and verify readers to respond to and offer in the Advertisement. Any specific qualifications for the lead shall be included in the Insertion Order or on the Advertising Commitment. Publication shall have the right to audit the Advertiser's records to confirm the number of qualified leads generated by the Advertisement. Publication shall be provided with access to the call tracking records and other records maintained by Advertiser. Publication shall be paid a percentage of the revenue generated from the lead or a fee per lead as specified in the Advertising Commitment or Insertion Order. Only unused print and digital inventory will be available for the Advertisements. The frequency, location, and placement of the Advertisements shall be determined by Publisher, in its sole discretion.

ADDENDUM B - DIGITAL MARKETING SERVICES

If Advertiser is purchasing digital marketing services under this Agreement ("**Marketing Services**"), then the additional terms and conditions set forth in this Addendum B will apply to each Order Advertiser submits for such Marketing Services. ReachLocal and Sweet IQ Analytics, affiliates of Publisher, are Pay Per Click Service, SEO Service, Maps/Reputation Management Service, Social Media Service, Web Design/Development/Hosting Service, and/or other Marketing Services. ReachLocal's applicable terms and conditions are at https://www.reachlocal.com/us/en/legal/terms-and-conditions/media-product-terms apply to the services it provides. SweetIQ Analytic's applicable terms and conditions are at https://sweetiq.com/terms-of-service apply to the services it provides. Publisher has engaged G/O Digital to provide Email Marketing Services. If applicable, G/O Digital's applicable terms and conditions at https://www.godigitalmarketing.com apply to the Email Marketing Service. For clarity, if Advertiser has not purchased a particular Service described below, then the terms below relating to that Service will not apply to Advertiser.

1. Rates. Unless otherwise specified on Advertising Commitment from Advertiser, Advertiser's purchase of Marketing Services will be billed at Publisher's Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher's standard rate card for Marketing Services. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates for Marketing Services, at any time and from time to time. Publisher will provide Advertiser with at least 30 days' prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue use of the applicable Marketing Services by giving written notice to Publisher prior to the effective date of such changes. Advertiser's right to discontinue the use of particular Marketing Services shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue use of the applicable Marketing Services, then, following the expiration of the notice period, all Marketing Services shall be billed at Publisher's increased rates.

2. Marketing Services.

2.1. Pay Per Click ("PPC") Service. Publisher will create ads based on the Advertiser Content and will distribute the Ads through the Publisher Distribution Networks. Advertiser will have the opportunity to review and approve all PPC campaigns prior to launch. Advertiser will be solely responsible for all content associated with any PPC campaign. Fees are based upon the number of clicks on ads by users, based on the cost per click ("**CPC**") rate set forth in the applicable Order.

2.2. Search Engine Optimization ("**SEO**") Service. The SEO Service includes the optimization of the chosen number of keywords (e.g., 5, 10, 15 or custom) and the application of "on page" and "off page" SEO strategies for Advertiser's website, with the goal of obtaining improved ranking in organic search engine results for selected keywords. To the extent Advertiser's website is not hosted by Publisher, Advertiser will provide access to its website to enable Publisher to perform the SEO Service. Notwithstanding the foregoing or anything in this Agreement to the contrary, Advertiser acknowledges that, although Publisher will use reasonable efforts to optimize the ranking of Advertiser's ads based on the selected keywords, Publisher makes no guarantee that Advertiser's search ranking position will be maintained or optimized. Advertiser agrees that Publisher will not be liable for any unfavorable ranking results of Advertiser's ads, whether such unfavorable results arise from the SEO Service or from an act or omission of the applicable search engine.

2.3. Maps/Reputation Management Service. This Service is designed to help Advertiser's business listing appear in the "Google Maps/Places" in response to searches for Advertiser's optimized keywords. Advertiser acknowledges that search results and search engine rankings are influenced by several factors, and Publisher does not guarantee any placement in the "Google Maps/Places" or a particular position or rank for Advertiser's website or business listing in any search results.

2.4. Keywords. Advertiser acknowledges and agrees that Publisher, in its discretion, may select keywords for the PPC and SEO campaigns and for Maps Reputation Management Services. Publisher will use reasonable efforts to use Customer provided keywords; however, Publisher cannot guarantee that all of the Customer's keywords will be used.

2.5. Email Marketing Service. Publisher's Email Service includes the creation of email marketing messages based on the Advertiser Content and transmission of email messages on behalf of Advertiser. Advertiser will have the opportunity to review and approve all email marketing messages prior to the launch of an email marketing campaign under the applicable Order. Publisher will determine the transmittal date and time. The Order will specify (i) whether Publisher or Advertiser determines the recipient list and (ii) the number of recipients and the number of transmittals to the recipient list. Publisher does not make any representations or warranties about deliverability or open rates. Upon request of Publisher, Advertiser will provide its Do-Not-Email list for Publisher's use in deleting addresses on such list from the recipient list. Advertiser represents and warrants that its Do-Not-Email list includes addresses for all recipients who have opted out of receiving emails from Advertiser.

2.6. Social Media Service. Publisher's Social Media Service includes the creation and maintenance of Advertiser's social media accounts (e.g., Facebook, Twitter, Foursquare, etc.) on the sites as agreed upon by Publisher and Advertiser. To the extent Advertiser's social media accounts are already claimed by Advertiser or its representative, Advertiser will provide administrative credentials for such social media outlets to enable Publisher to provide the Social Media Service as contemplated herein. Advertiser shall have the opportunity to review and approve all social media posts, tweets, and other social media statements or content prior to publication of the post, tweet, statement or other content distributed by or on behalf of Advertiser via Advertiser's social media accounts. Advertiser will ensure that all such content complies with applicable law and applicable social media service's terms of service, as such terms of service may be modified from time to time. Advertiser further acknowledges that Publisher does not operate or otherwise control any third-party social media service. Publisher is not responsible or otherwise liable for any inaccuracy on, or unavailability of, any third-party social media service.

2.7. Web Design/Development/Hosting Service. [Desktop or Mobile]: Publisher will design, develop, and/or update the Advertiser's website as part of this service. Publisher's Services may include hosting a website for Advertiser, including performing maintenance and controlling the functionality and accessibility of the website. Publisher may perform these Services directly or through a subcontractor. Advertiser is required to provide Publisher with its terms of use and privacy policy to be displayed on its website.

3. Ancillary Services. In connection Advertiser's subscription to with one or more of the Marketing Services described above, Publisher may provide the following ancillary Services:

3.1. Proxy Sites. Publisher may provide a mirrored version of the Advertiser's website ("**Proxy Site**"). In order to use the proxy service, (i) Advertiser's website must be operational, functional, and accessible through the Internet, and (ii) the URL visible above the Proxy Site to users clicking on the Advertiser's ad must reflect the website address for the Proxy Site and NOT that of the Advertiser's website. Advertiser agrees that Publisher is in no way responsible for the operation and functionality of the Advertiser's website. Advertiser agrees that it has all rights to the content on the Advertiser's existing website and Advertiser is able to grant the right to Publisher to use the content in connection with the Services.

3.2 Call Recording Services. If Advertiser elects to use the Call Recording Service in connection with one or more of the

Marketing Services described in Section 1, above, Publisher will, on Advertiser's behalf, record (i) calls between Advertiser and its clients regarding the Services (the "**Service Calls**") and (ii) incoming calls to Advertiser from prospective clients of Advertiser (the "**Inbound Calls**") (collectively "**Call Recording**"). Advertiser acknowledges that the purpose for Call Recording is for auditing this Agreement and the Services in the Order. Advertiser grants specific permission to Publisher to administer, monitor, use and access Call Recording and the content of the recorded calls as Advertiser's agent. Publisher will provide prompt disclosure in Call Recording that the Service Call or Inbound Call may be recorded ("**Recording Notification**"). Advertiser acknowledges that it is responsible for notifying and/or obtaining the consent to Call Recording from its representatives (including employees, agents and independent contractors) who may be recorded in a Service Call or Inbound Call. For clarity, Advertiser acknowledges and agrees that Publisher is not responsible to provide any notice in connection with Call Recording other than Recording Notification. Advertiser specifically acknowledges that Publisher is not responsible to provide notice of rights of the Advertiser's clients and prospective clients relating to potentially confidential or privileged communications. Any notice required by law other than Recording Notification is the sole responsibility of the Advertiser.

4. Indemnification for Call Recording. Without limiting Advertiser's indemnification obligations under Section 8.1 of the Agreement, if Advertiser uses the Call Recording service, Advertiser agrees to indemnify and hold the Publisher Indemnitees harmless from and against any and all Losses arising out of a third-party claim resulting from (i) any failure by Advertiser to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, or (ii) Advertiser's use or misuse of the Call Recording service. Advertiser shall not use the Call Recording service to intimidate, harass, or otherwise violate the privacy or other rights of a caller and a Recorded Person. If Publisher learns about any alleged misuse of the Call Recording service, Publisher reserves the right to terminate the totality of Advertiser use of the Call Recording service without notice or liability.

5. Additional Terms. The third-party vendors' (referenced above) policies regarding cancellation and termination of orders, including but not limited to cancellation fees, shall apply. If the Advertiser cancels an order early, the Advertiser will be billed through the next billing cycle. For example, if the Advertiser cancels prior to the end of the month, the Advertiser will be billed through the end of the next calendar month. If the Advertiser cancels prior to the end of the four (4) month minimum commitment, the Advertiser will be billed for four (4) full months. Upon cancellation, the Advertiser must notify Publisher in writing if the online advertising should cease, if no notice is provided, advertising will be active through the end of the commitment.

ADDENDUM A-2
BRANDED CONTENT (Native Advertising)
Statement of Work

If Advertiser's Order includes Branded Content the following the terms and conditions set forth below will apply to each Order.

Content Distribution:
Media Company has a tiered distribution strategy to reach readers in multiple ways on desktop and mobile web:

- Editorial tiles on the homepage and relevant section fronts during launch days for each content piece. Additional days based on availability.
- In order to capture side-door traffic Media Company shall provide contextually relevant in-line article placements. These include a thumbnail image and headline that drive readers to the Native Advertising. Media Company's team will create versions based on the approved Branded Content.
- Media Company will create and run _____ promotional unit(s) within articles on mobile.
- If included as part of the Order, Branded Content will be distributed via Facebook Instant Articles
- If included as part of the Order, the Branded Content will be included in the USA TODAY app during the campaign time

Social: Recognizing the importance of social media in Branded Content campaign, the Media Company has a dedicated social media expert in-house who will manage all of Advertiser's social activity. Media Company will deliver social extensions for Advertiser's Branded Content across relevant social channels. Media Company can review social Key Performance Indicators (KPI's) specific for Advertiser.

Campaign management:

- Targeted promotions & dynamic optimization: In order to drive audience engagement across all pieces of content, Media Company will have a measurement plan in place that includes real time analytics managed through your dedicated program manager. The program manager will seek to dynamically optimize all promotional tactics in real time toward the best possible performing placements across desktop and mobile. All promotional placements will run in relevant content sections (aside from homepage and section fronts) to drive reader response.
- Reporting: Media Company will provide content and promotional unit reporting.

Use of Branded Content by Advertiser:

- Advertiser may distribute the Branded Content (including videos if applicable) on the below channels as long as there is **either** attribution (which will be provided by Media Company) or a link back to the Branded Content. If there is a link to the Branded Content attribution is not required. Headlines and images that link back to Media Company do not require attribution. Only when the Branded Content is hosted in its entirety by Advertiser, Advertiser must provide attribution.
- Branded Content can only be hosted in its entirety after the first 30-days, and thereafter may be used on:
  1) any Advertiser digital owned asset (website, emails, Advertiser app);
  2) any non-owned platform where Advertiser has a presence (i.e., Facebook, Instagram, Twitter, social media sites, etc.); and
  3) as part of the content in its advertising brand media campaign.
- Distribution of the Branded Content (including videos) by Advertiser, is subject to the following conditions:
  1) Branded Content (including videos) shall be distributed and/or displayed without any edits or modifications; and
  2) Advertiser cannot attribute the Branded Content to USA TODAY or imply that the editorial or news staff of USA TODAY was involved in the creation of the articles or video. Advertiser can attribute the Branded Content to "GET Creative, a division of USA TODAY".

Labeling:
Media Company's legally approved label for custom content work is "Story From" which will be included in articles listicles, video, infographics, promotional units, and social media.

Campaign Period: _____

Fees for Campaign: _____

Cancellation Prior to Initial Campaign Launch Date.

Up to thirty (30) days prior to the first date of the campaign, Advertiser may cancel the campaign, with at least 30 days prior written notice to Media Company. Should the Advertiser cancel, it shall pay for any fees and costs associated with the Services completed up to the point of cancellation, and all non-cancellable costs and fees which are owed for third party contracts which cannot be cancelled.

ADDENDUM C – EVENT SPONSORSHIP

If Advertiser is purchasing a Sponsorship of or receiving benefits in connection with a Publisher Event, as specified in the Advertising Commitment or the applicable Order, the terms and conditions below shall apply.

1. Cancellations. Sponsorship Fees (i.e., the amount listed on the Advertising Commitment) are non-refundable. Advertiser may not cancel or terminate its sponsorship. If an Event is cancelled by the Publisher and not rescheduled, the Advertiser may receive a refund of a portion of its Sponsorship Fee. The amount refunded will be determined after deducting (i) any non-refundable costs and expenses associated with the Event and (ii) any promotional advertising for the Event that has already been published or displayed. Any trade or complimentary advertising included in the Sponsorship Fee shall be forfeited.

2. Content and Creative. Publisher shall be solely responsible for creating all promotional materials (print and digital), signage, or program(s) for the Event or the Program. Advertiser shall be identified as a promotional sponsor of the Event or Program in the promotional materials, signage and program book (if applicable). Publisher has sole discretion to determine the volume, frequency, number of impressions of any advertising for the Event, placement of advertising (print and/or digital) and positioning of Advertiser's name. Publisher has sole discretion to determine if any radio, TV or billboard advertising will be provided.

3. Limit of Liability. Publisher is not liable for any interruption, error or omission regarding any advertising (print, online, or other media). Publisher is not liable for cancellation or rescheduling of an Event, due to unavailability of the venue where the Event is being held or due to circumstances beyond its control.

4. Advertising Value. The advertising value being provided to Advertiser shall apply solely to advertising and promoting the Event. Unused advertising will expire on the expiration date the sponsorship and will be forfeited. Advertising value cannot be bartered, sold, transferred to, or used, in whole or in part, by any third party. The advertising value may not be used to fulfill any other advertising commitment between Advertiser and Publisher.

5. Renewal Option. If the Sponsorship is for an annual Event, program, product, or service, the parties must agree in writing upon the terms of the renewal at least thirty (30) days prior to the end of the current Sponsorship. The renewal terms shall be stated in a new Advertising Commitment or Order.

6. Insurance. If the Sponsorship includes the Advertiser attending the Event (as exhibitor or vendor) to market its products and services, the Advertiser shall maintain insurance issued by a company reasonably acceptable to Publisher, for the following insurance: (i) commercial general liability insurance, including coverage for property damage, personal injury, or death in an amount of not less than One Million Dollars ($1,000,000) per occurrence; (ii) automobile liability insurance in an amount of not less than One Million Dollars ($1,000,000) per occurrence; (iii) worker's compensation insurance in amounts as statutorily required; (iv) product liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, illness, and property damage combined; and (v) professional liability insurance in amount of not less than One Million Dollars ($1,000,000) per occurrence. A copy of the certificate(s) of insurance, naming the Publisher, Gannett Co., Inc., and its subsidiaries and affiliates as additional insureds, shall be provided to Publisher prior to the Event.

7. Publicity. Any press releases or public announcements regarding the Sponsorship which will include Publisher's name, are subject to Publisher's prior review and approval. Such approval may be granted or denied in Publisher's sole discretion.

YOUR LOGO HERE

QUOTE

Company Name

Company Slogan

Street Address, City, ST ZIP Code
Phone Phone Fax Fax
Email

INVOICE # NO.
DATE: DATE

EXPIRATION DATE DATE

TO Oneida County
Personnel Department
800 Park Ave
Utica, NY 13501
315-798-5726
Customer ID No.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
		SUBTOTAL	
		SALES TAX	
		TOTAL	

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Oneida County

Certificate of Project Completion

This document certifies that the corresponding project has been successfully completed and acceptable by both the Vendor and the County.

Oneida County PO Number: _____

Project Name: _____

ONEIDA COUNTY PERSONNEL DEPARTMENT

Name: _____ **Title:** _____

Signature_____ **Date:** _____

VENDOR

Name: _____ **Title:** _____

Signature_____ **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 statue 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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    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.

ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING • 800 PARK AVENUE • UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

March 30, 2021

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica. NY 13501

EN 20 21-107

WAYS & MEANS

RE: Open Enrollment 2020

Dear Mike,

I have received correspondence from the Farmland Protection Board requesting a Public Hearing for 2021 Open Enrollment. Pursuant to that request, please prepare a docket scheduling a public hearing for Tuesday, May 25. 2021 at 11:00 a.m. at Cornell Cooperative Extension, 121 Second Street, Oriskany, NY 13424.

I ask that the Ways and Means Committee and the full Board of Legislators vote on the docket at the meeting of May12, 2021.

Respectfully submitted,

GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

Cc: All FBP Members
Commissioner of Agriculture and Markets
Commissioner of DEC

RECEIVED
MAR 30 2021

ONEIDA COUNTY FARMLAND PROTECTION BOARD

Brymer Humphreys, Chair

◆ Michael J. Cosgrove ◆ Roger Crary ◆ Andy Gale ◆ Paul Snider
Paul van Lieshout ◆ Marty Broccoli ◆ James J. Genovese II ◆ Kathy Pilbeam ◆ George Joseph

OC Farmland Protection Board
Virtual Public Hearing
7:00 P.M. Wednesday February 24, 2021 Minutes

I. Call to order

Humphreys called the meeting to order at 7:08 PM.

II. Attendance

The following persons were present: Brymer Humphreys, Mike Cosgrove, Paul Snider, Paul van Lieshout, Kathy Pilbeam, Matt Pawlusik, Marty Broccoli, and Remi Link.

Guests: Keith Schiebel and Howard Regner

III. Approval of minutes from last meeting

Motion by Broccoli to approve November minutes as submitted. Second by Snider. Motion carried.

IV. Public Hearing for Agricultural District 4 – Humphreys open the public hearing for Agricultural District 4 at 7:10 P.M. and asked for any comments from the floor. Mr. Schiebel nor Mr. Regner had comments. Humphreys ask if there are any additional comments from the board. None submitted.

Motion to approve applications for District 4 by Cosgrove. Total number of acres to be submitted to the Board of Legislature for Agriculture District 4 is 27,751.7

Second by van Lieshout. Motion carried.

Motion by Broccoli to close the public hearing.

Second by Pawlusik. Motion carried.

Humphreys closed the floor at 7:12 P.M.

V. Board Terms – Three position to the Board are needed. Nominations for Humphreys and Snider were put forward.

Motion by Cosgrove to nominate and re-appoint Humphreys & Snider to the Board.

Second by van Lieshout. Motion carried.

Minutes submitted by R. Link

Motion by Broccoli to nominate Bill Paddock to fill the vacant position left by Cassidy.

Second by van Lieshout. Motion carried.

VI. 2021 Open Enrollment Application – Pawlusik presented eight applications with maps for the 2021 Agricultural District Open Enrollment to the Board.

Motion by Cosgrove to approve the eight applications presented.

Second by van Lieshout. Motion carried.

VII. Solar Discussion – Broccoli informed the Board that he recently met with OC Planning Department to discuss the increasing solar array projects in the county. The Farmland Protection Board has drafted a letter on their position towards projects. Van Lieshout acknowledged while preserving farmland through the state Farmland Protection Implementation Programs, solar array incentives from the state seem to be in conflict with that preservation program. Discussion to incorporate into the letter on the solar position of the Board that they do not support using public funding on projects that are on prime farmlands. Link and Broccoli will work on the language and forward to the Board for approval.

Mr. Schiebel stated that Towns are struggling with this topic and are looking for guidance. He suggested that the topic of solar should be incorporated into the 2019 OC Agriculture Friendly Guide.

Link will work with Pawlusik on a solar section to update the guide. Once updated, this information can be shared with the Towns electronically and posted on the appropriate websites.

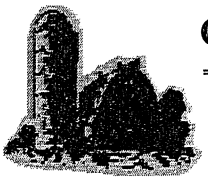
Mr. Regner provided his perspective on solar array projects. These projects can be a significant tool to aid in a farm's income stream. While agreeing that siting of these projects should be on under-utilized land, he states that sometimes locations of prime soils can be subjective to misconceptions. He referenced an example of soil that is classified as prime may not be if the soil depth is shallow because of bedrock. He urged the Board to be impartial.

VIII. Adjournment

Meeting adjourned at 8:02 PM.

NEXT MEETING: TBA 2021

Minutes submitted by R. Link



ONEIDA COUNTY FARMLAND PROTECTION BOARD

Brymer Humphreys, Chair

XXX ◆ Michael J. Cosgrove ◆ Roger Crary ◆ Andy Gale ◆ Paul Snider
Paul van Lieshout ◆ Marty Broccoli ◆ James J. Genovese II ◆ Kathy Pilbeam ◆ George Joseph

AGENDA

Tuesday May 25, 2021
11:00 A.M.
CCE Oneida Office

- February minutes
- Review any new Open Enrollment applications
- 11:00 A.M. Public Hearing on Oneida County Agricultural District Open Enrollment
- Ag District Review for 2021 – Pawlusik
- Solar Update - Link
- Discussion for open board seat
- New business

Memorializing petition by

Oneida County

Board of Legislators

FN 20 21 - 108

F.N. 2021-

READ & FILED

A MEMORIALIZING PETITION to address the concerns and rights of Landlords in New York State who have been negatively affected by the Moratorium on Evictions for tenants. We are requesting that New York State reconsider legislation passed allowing tenants to refrain from paying rent and evictions delayed, as it has caused a debilitating hardship on property owners and landlords. The ability to evict a tenant who has the capacity to pay rent but refuses, due to Covid-19 guidelines, thus abusing the intended purpose of protections, should be reinstated immediately. Court proceedings regarding evictions should continue, as to allow the Judicial System the ability to assess whether the tenant is truly impacted by the Covid-19 pandemic or is abusing the guidelines. In many cases, Landlords are forced to go out of business or use personal funds to make up the difference in revenue at a severe cost to them.

SPONSORS: Tim Julian

WHEREAS, the New York State Moratorium on evictions for Covid-19 relief has caused undue personal and financial hardship on landlords; and

WHEREAS, court proceedings involving evictions have been delayed; and

WHEREAS, tenants with the capacity to pay rent are avoiding making such payments due to this Moratorium on Evictions in New York State; and

WHEREAS, landlords are losing their businesses and personal finances to offset the revenue that is lacking; and

NOW THEREFORE BE IT HEREBY RESOLVED, that we, the following members of the Oneida County Board of Legislators request an immediate resolution to the above stated issue including the elimination of New York State Moratorium on Evictions due to Covid-19 ; and

BE IT FURTHER RESOLVED, we request reinstating court proceedings on evictions immediately.

BE IT FURTHER RESOLVED, that the Clerk of the Legislature is hereby directed to forward copies of this petition to Governor Andrew M. Cuomo, state Senators Joseph A. Griffo and Rachel May, Assembly members Marianne Buttenschon, Brian D. Miller, Kenneth Blankenbush, Robert Smullen and John Salka, and all others deemed necessary and proper.

Date: 2/23/2021

Legislators *Supporting* Petition	Legislators *Opposing* Petition
Philip M. Sacco	
Yogi Washburn	
Roseann Convertino	