



ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner



ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

RFP #2024-376

FOR

CERTIFIED FAMILY PEER ADVOCATE(S)

Issue date: February 26, 2024

Issued by: Ashlee Thompson
Commissioner of Mental Health
Director of Community Services (DCS)
(315) 768-3660
mentalhealth@ocgov.net

Proposals due: April 19, 2024 by 4:00 PM ET

Table of Contents

I. PURPOSE.....	4
II. QUALIFICATIONS OF APPLICANT.....	4
III. ELIGIBILITY.....	4
IV. GEOGRAPHICAL AREA TO BE SERVED.....	4
V. SCOPE OF SERVICES.....	4
VI. TERM OF AGREEMENT.....	5
VII. COST PROPOSAL.....	5
VIII. DATES & DEADLINES.....	5
IX. PROPOSAL DETAILS.....	6
X. PROPOSAL EVALUATION.....	6
XI. PROPOSAL QUESTIONS.....	6
XII. ADDITIONAL CONTRACT CONSIDERATIONS.....	6
XIII. INSURANCE AND INDEMNIFICATION.....	7
XIV. PROPOSAL TEMPLATE.....	9
XV. STANDARD ONEIDA COUNTY CONDITIONS ACKNOWLEDGEMENT.....	12
XVI. NON-COLLUSION CERTIFICATION.....	13
XVII. SEXUAL HARASSMENT PREVENTION CERTIFICATION.....	14
XVIII. RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION.....	15
XIX. PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION..	16
XX. ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS.....	17

It is understood and agreed by the Offeror that:

1. This Request for Proposals (hereinafter “RFP”) does not require 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 “Applicant”) 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 Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant'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 services as approved and set forth by the County. The County shall have no liability to anyone beyond funds set forth in the executed agreement.
6. Any revision of the approved proposal requires written justification to the County for consideration, which may or may not be approved.
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. Applicants acknowledge that the County is subject to Article 6 Freedom of Information Law (FOIL).

All references to time contained in this RFP are Eastern Standard Time. Applicants 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

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

I. PURPOSE

- A. The Department of Mental Health is seeking proposals from applicants to provide Certified Family Peer Advocacy (CFPA) Services. The applicant shall provide the necessary employees to perform the services.

II. QUALIFICATIONS OF APPLICANT

- A. The employee(s) hereinafter called “Family Peer Advocate(s),” shall have ‘lived experience’ as the parent (biological, foster, adoptive) or primary caregiver of a youth who has struggled with a social, emotional, behavioral, mental health, or developmental disability.
- B. The Family Peer Advocate(s) shall hold a certified title of Professional Family Peer Advocacy, or have the intention to be Certified, which shall be specifically narrated in the proposal.

III. ELIGIBILITY

- A. Any organization, entity, or individual that currently operates, or will operate services in Oneida County, NY, to serve Oneida County children, youth and families, are eligible to apply for this proposal.

IV. GEOGRAPHICAL AREA TO BE SERVED

- A. The geographical area to be served is within Oneida County, NY, but may include services for Oneida County residents temporarily out of the County. The County shall reimburse the Consultant for business use of a personal or business vehicle based on the standard mileage allowance established by the Internal Revenue Service (IRS) and the U.S. General Services Administration (GSA).

V. SCOPE OF SERVICES

- A. Outreach and Information: The Family Peer Advocate(s) shall share information on resources, services, and supports appropriate for the child and family; develop resource directories to identify services; conduct general and individual outreach in the community to raise awareness and engage families in services; and empower families to make informed decisions regarding the nature of supports and services. In addition, the Family Peer Advocate(s) shall provide outreach and information to children and their families as assigned by the Child & Youth Single Point of Access (SPOA) Coordinator, or the Department.
- B. Engagement, Bridging and Transition Support: The Family Peer Advocate(s) shall facilitate meetings between families and service providers; assist the family in gathering, organizing, and preparing documents for specific services; identify challenges or barriers to accessing or utilizing services and supports; support and empower families during transitions which may be unfamiliar; and accompany the family when visiting programs.
- C. Self-Advocacy and Empowerment: The Family Peer Advocate(s) shall utilize their lived experience to empower and support family members in finding their voice, hope, skills, partnerships, and advocacy. The Family Peer Advocate(s) shall assist families in navigating through systems that serve children and families and assist in framing questions to ask providers/systems. The Family Peer Advocate(s) shall encourage family participation in community, regional, and state activities to ensure a proper system of care.

- D. Community Connections and Natural Supports: The Family Peer Advocate(s) shall assist the family in identifying and reconnecting to natural supports; develop new relationships with positive supports; participate in leisure and recreational activities; and arrange for trainings and groups to strengthen skills, support and knowledge. The Family Peer Advocate(s) shall work in partnership with all systems, where appropriate, such as juvenile justice, behavioral health, substance use, intellectual/developmental disability services, education, health, social services, emergency services, transportation, etc. to support the child and their family.
- E. Parent Skill Development: The Family Peer Advocate(s) shall support the family in caring for both the child and their families’ mental, emotional, and physical well-being; provide education whereas needed; assists the family in implementing strategies to support their child’s positive behavior (such as recommendations from providers); equip families with skills, knowledge and resources to support their children exiting placement, entering/re-entering their home, and all other items that would foster success and a positive environment.
- F. Single Point of Access (SPOA) Partnership: The Family Peer Advocate(s) shall work with the Child & Youth SPOA Coordinator to support children and their families, to include outreach and referrals as assigned by the SPOA, as well as providing recommendations.
- G. Community Involvement and Participation: The Family Peer Advocate(s) shall participate in community planning activities and committees; the Oneida County System of Care; SPOA Committee meetings; the Youth Services Council; and any other appropriate activities assigned by the Department.

VI. TERM OF AGREEMENT

- A. It is the intent of the County to award a contract for a term not to exceed twenty-four (24) months, with the opportunity to regularly renew agreements provided the contractor facilitates quality services consistent with the contractual terms.
- B. The awarded applicant will be required to execute a contract with the County in substantial compliance and conformance with this RFP by June 2024.

VII. COST PROPOSAL

- A. The County shall reimburse the Consultant at a rate of Twenty-Seven Dollars and Zero Cents (\$27.00) per hour the perform the services described within this RFP. The County shall reimburse the Consultant for business use of a personal or business vehicle based on the standard mileage allowance established by the Internal Revenue Service (IRS) and the U.S. General Services Administration (GSA). The County’s reimbursement of the Consultant shall not exceed fifty-thousand dollars and zero cents (\$50,000.00) per year during the term of the Agreement. The Family Peer Advocate(s) consultants are not eligible for any benefits through the County of Oneida.

VIII. DATES & DEADLINES

RFP Issue Date	February 26, 2024
Proposals Due	April 19, 2024
Notification of Award Status	TBD April-May 2024

Contract Term*	~July 1 2024-June 30, 2026
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*Contract Terms will be negotiated and agreed upon by OCDMH and the awardee following announcement of award recipients. These dates are subject to change.

IX. PROPOSAL DETAILS

A. **FORMATTING:** In order to be considered, all proposals must be formatted using 12 point, Times New Roman font; single (tables and charts do not need to be double spaced); 1” margins; pages numbered; completed Cover Letter; and adhere to the page limit below. The submission document (for both hard and electronic copies) shall be labeled as **“RFP #2024-376: CFPA PROPOSAL.”**

**** A single PDF submission is preferred, in the order of a cover sheet, proposal, required attachments, and certification pages. ****

B. **PAGE LIMIT:** Proposals shall have a maximum of 8 pages, excluding attachments and required certification pages.

C. **PROPOSAL RESPONSE:** Please submit one (1) hard copy and one (1) electronic PDF copy of your full proposal. All proposals (both hard and electronic) must be received by 4 PM ET on April 19, 2024. The Department will confirm that both the hard and electronic copies have been received. Hard copy proposals may be submitted via sealed envelope to:

Oneida County Department of Mental Health

Attn: Emily Ofalt

800 Park Avenue, 9th Floor

Utica, NY 13501

Electronic PDF copies must be sent to mentalhealth@ocgov.net with the subject line **“RFP #2024-376: CFPA Proposal.”** It is the applicant’s responsibility to ensure electronic copies are received by the Department by the appropriate date and time. No late submissions will be accepted.

D. **PROPOSAL COMPONENTS:** All proposals must include the elements listed/numbered below. Please attach any additional relevant information or documentation that you feel would aid Oneida County in their selection process and provide specific page number references. A non-responsive or incomplete proposal may be removed from consideration.

a. **Proposal Narrative** (See ‘Proposal Narrative’ section)

b. **Proposal Attachments** (See ‘Proposal Attachments’ section)

X. PROPOSAL EVALUATION

A. The Oneida County Department of Mental Health will carefully review all proposals.

XI. PROPOSAL QUESTIONS

A. Any technical questions relating to this request for proposals shall be presented to: Emily Ofalt, mentalhealth@ocgov.net, or (315) 768-3660.

XII. ADDITIONAL CONTRACT CONSIDERATIONS

A. The County intends to distribute one contract award under this RFP. The length/duration of the awarded contract will be determined by the County upon review of awardee’s proposal and budget submissions.

- B. The County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that all information contained within county contracts is public record once you provide it and may be subject to public inspection and copying if not otherwise protected by federal or state law.
- C. All Applicants are hereby advised that the County may contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Applicants agree to such activity and release the County from all claims arising from such activity.
- D. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County where applicable.

XIII. INSURANCE AND INDEMNIFICATION

The chosen Applicant shall provide insurance and indemnification to the County in accordance with the provisions below, and the same shall be included in the contract between the chosen Applicant and the County.

A. INSURANCE:

1. The chosen Applicant 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. Accepted proposals which do not require each of the following types of coverage, in the discretion of the County, may be permitted by the County to omit such type of coverage from the subsequent Agreement.
 - i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate, if applicable.
 1. 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.
 2. Oneida County, and all other parties required of 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.
 3. Abuse and Molestation coverage must be included.
 - ii. Professional Liability/Errors and Omissions Coverage, if applicable, with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 1. Coverage for review of cases and resulting Professional assessment.
 2. Coverage for Abuse and Molestation.
 - iii. Automobile Liability, if applicable:
 1. Business Auto Liability with limits of at least \$1,000,000 each accident.

2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
3. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured 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.
- iv. Commercial Umbrella, if applicable.
 1. Umbrella limits must be at least \$5,000,000.
 2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.
- v. Workers' Compensation and Employers Liability, if applicable.
 1. Statutory limits apply.

B. WAIVER OF SUBROGATION

The chosen Applicant shall waive 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/Errors of Omissions Coverage (if applicable), Automobile Liability (if applicable), Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

C. CERTIFICATES OF INSURANCE

Prior to the start of any work the chosen Applicant shall provide a certificate 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 chosen Applicant's Commercial General Liability Policy. The *County of Oneida* must be endorsed as Additional Insured Party. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

D. INDEMNIFICATION

The chosen Applicant agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by chosen Applicant and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the chosen Applicant and its sub-consultants or failure on the part of the chosen Applicant and its sub-consultants to comply with any of the covenants, terms or conditions of the contract.

**ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH
FUNDING OPPORTUNITIES
XIV. PROPOSAL TEMPLATE**

PROPOSAL NAME: CERTIFIED FAMILY PEER ADVOCATE SERVICES

I. ORGANIZATION OR APPLICANT INFORMATION

- a. **Name of Organization/Applicant:**
- b. **Organization/Applicant's Mailing Address (include County):**
- c. **Organization Federal Employer Identification Number:**
- d. **Name, Title, and Contact Information of Individual Submitting this Proposal:**
- e. **Additional Individuals to Receive RFP Correspondence:**
 - i. **Name, title, phone, and email:**
 - ii. **Name, title, phone, and email:**
 - iii. **Name, title, phone, and email:**
- f. **Organization's Authorized Representative (OAR) Name:**

II. APPLICATION POINT OF CONTACT

- a. **Name:**
- b. **Title:**
- c. **Telephone number:**

III. FUNDS REQUESTED:

IV. NUMBER OF POSITIONS REQUESTED (1 FTE OR TWO 0.5 FTE'S):

V. PROPOSAL NARRATIVE

- a. **INDIVIDUAL APPLICANT NARRATIVE: *please only complete this section if you are an individual applying to this opportunity.***
 - i. Do you currently possess a Professional Family Peer Advocate Credential (yes or no)?
 - 1. If yes, when and where did you receive your credentials from?
 - ii. If you do not possess a Professional Family Peer Advocate Credential, please discuss your plan for obtaining this certification – including timeline, current hours of experience, if you have a Provisional Family Peer Advocate Credential, and any other pertinent details.
 - iii. How long have you been working as a Family Peer Advocate? Please include any prior work experience.
 - iv. Please discuss why you enjoy working as a Family Peer Advocate?
 - v. What values do you possess that would allow you to excel as a Family Peer Advocate for the Oneida County Department of Mental Health?
 - vi. Do you have experience with Microsoft and its affiliated applications, Zoom, WebEx, etc.
 - vii. Do you have reliable transportation, internet, and computer access?

viii. Please discuss your experience, knowledge, and/or expertise in the following categories:

1. Outreach and Information:
2. Engagement, Bridging and Transition Support:
3. Self-Advocacy and Empowerment:
4. Community Connections and Natural Supports:
5. Parent Skill Development:
6. Single Point of Access (SPOA) Partnership:
7. Community Involvement and Participation:

b. ORGANIZATION NARRATIVE: *please only complete this section if you are an organization applying to this opportunity.*

- i. Do you currently staff Family Peer Advocates within your organization? Please discuss any details regarding these positions.
- ii. Do you intend to hire one full-time Family Peer Advocate, or two part-time Family Peer Advocates?
- iii. Do you intend to hire an external candidate, or internal candidate, if awarded this RFP? If hiring internal candidate(s) who are already identified, please submit their resume(s) with your attachments.
- iv. Do you, or would you intend to, offer supervision to the Family Peer Advocate(s) to foster their growth and performance? Please also discuss your plans for supervising the Family Peer Advocate(s)?
- v. Please discuss your proposed programming or ideas to fulfill each of the following categories:
 1. Outreach and Information:
 2. Engagement, Bridging and Transition Support:
 3. Self-Advocacy and Empowerment:
 4. Community Connections and Natural Supports:
 5. Parent Skill Development:
 6. Single Point of Access (SPOA) Partnership:
 7. Community Involvement and Participation:

VI. REQUIRED ATTACHMENTS

a. INDIVIDUAL APPLICANT: *please submit the following documents only if you are an individual applying to this opportunity.*

- i. Resume or CV with references
- ii. Statement of lived experience
- iii. Mandated Reporter Training Certification
- iv. Provisional or Professional Family Peer Advocate Credential
- v. Two Letters of Recommendation

b. ORGANIZATIONAL APPLICANT: *please submit the following documents only if you are an organizational applicant.*

- i. Organizational Structure
- ii. Job Description for Certified Family Peer Advocate
- iii. Submit the following Policies & Procedures:
 1. Fiscal Administration
 2. Record Keeping

- 3. Misconduct
 - iv. Resume of Internal Candidate(s) – *if applicable*

I hereby certify that the information in the Proposal (Narrative and all additional attachments) is correct to the best of my knowledge, and that I am authorized to sign and submit this proposal.

Signature of Organizations Authorized Representative:

Date: _____

XV. 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 “Applicant”, whenever the sense of this acknowledgement so requires.

Legal Name of Organization

Signature

Date

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

XVI. 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 "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

XVII. 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 "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

XVIII. 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 "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

XIX. 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 "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Print Name

Title

SGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

XX. 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, Applicant, 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.

2. 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.

3. 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.

4. 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.
 - F. 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.*
 - G. 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;

H. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Applicant 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.

13. 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.

14. GOVERNING LAW.

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

15. 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.

16. 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).

17. 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.

18. 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.

19. 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.

20. 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.

21. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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