

# REQUEST FOR PROPOSALS COUNTY OF ONEIDA

Request for Proposals, subject to the conditions contained herein, will be received by the Department of Planning until 2:00 P.M., local time on Friday September, 25, 2020 for:

## MARKETING SERVICES

**RFP No.: 2020-292**

**RFP issue date: September 18, 2020**

**Deadline for submission of proposals: September 25, 2020**

Specifications **MUST** be RECEIVED from the Oneida County Department of Planning. You may request specifications by phone at 315-798-5710, or mail request to Oneida County Department of Planning, Main Street, Utica, NY 13501, or print them 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 Department of Planning.

Proposals must be returned as detailed in the RFP instructions. The return envelope must be clearly marked with the RFP No. 2020-292 and addressed to the Oneida County Department of Planning.

The 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 bids from minority groups. This policy regarding bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

James J. Genovese II  
Commissioner of Planning

Dated: September 18, 2020

**Oneida County Department of Planning**

321 Main Street Utica, New York 13501

Request for Proposal

**MARKETING SERVICES**

**FOR**

**RECONNECT ONEIDA COUNTY PROGRAM**

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September 2, 2020

# REQUEST FOR PROPOSAL FOR MARKETING SERVICES

## **1. Introduction**

**1.1.** The County of Oneida (the “County”) is soliciting proposals for Marketing Services defined in Section 2. Project Description and Section 3. Scope of Services.

**1.2.** Proposal documents should include all items outlined in Section 5 (the “Proposal”). The Proposal must be submitted electronically in Adobe PDF/Power Point format. Proposals can be submitted via email to [jgenovese@ocgov.net](mailto:jgenovese@ocgov.net) or via mail on a USB flash drive to:

**James J. Genovese II, Commissioner of Planning  
Oneida County Department of Planning  
321 Main Street  
Utica, New York 13501**

**1.3.** Proposal is due at the above address no later than 2:00 p.m. on Friday October 2, 2020. The County reserves the right to extend the due date in the event of an emergency impacting County offices.

**1.4.** Any questions regarding this RFP will be addressed during a bidders meeting on Tuesday September 22, 2020 at. Please contact [jgenovese@ocgov.net](mailto:jgenovese@ocgov.net) for an invite to a Webex video conference. Questions received after that date, will not be answered. All questions and responses from the Bidders’ Conference will be posted by September 24, 2020 at 10:00 A.M. to <https://www.ocgov.net/planning> under “Announcements”.

**1.4.1.** General Inquiries:

**1.4.1.1.1.** David Catalfamo – 315-798-5800 – [dcatalfamo@ocgov.net](mailto:dcatalfamo@ocgov.net)

**1.4.1.1.2.** James Genovese – 315-798-5710 – [jgenovese@ocgov.net](mailto:jgenovese@ocgov.net)

**1.4.2.** Creative

**1.4.2.1.** Hali Schoff – 315-798-5710 – [hschoff@ocgov.net](mailto:hschoff@ocgov.net)

**1.4.3.** Budget

**1.4.3.1.** Tom Keeler – 315-798-5584 – [Tkeeler@ocgov.net](mailto:Tkeeler@ocgov.net)

## **1.5. Estimated RFP Schedule**

### **Schedule**

<b><u>Activity</u></b>	<b><u>Dates</u></b>
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<u>RFP Issued</u>	<u>9/18/20</u>
<u>Bidders Conference</u>	<u>9/22/20</u>
<u>Recorded Conference Posting</u>	<u>9/24/20</u>
<u>Proposals Due Date</u>	<u>10/02/20</u>
<u>Interviewee Selection and Evaluation</u>	<u>10/05/20</u>
<u>Conclusion</u>	
<u>Interview Date</u>	<u>10/06/20</u>

**2. Project Description**

**2.1. Program Objective**

**2.1.1.** The Reconnect Oneida County Program (the “Program”) will leverage new investments coupled with new COVID-19 related workforce deployment trends to boost migration to Oneida County. The Program will be developed to attract workers through remote working incentives that will be provided by Oneida County and its local partners. The dual intent is to attract mid-career professionals who moved away for employment opportunities outside of the County and industry sector employees related to Unmanned Aerial Systems (UAS), Cybersecurity, and silicon carbide chip fabrication. The goal is to market the unique technology and innovation assets that Oneida County can provide, along with affordability and an amazing quality of life to convince businesses and individual employees to live and work here.

**2.2. What the Program Offers**

**2.2.1.** Co-working Space: This space can be leveraged to attract new and mid-career professionals. This space can be utilized for typical business assets like printing, internet, and conference spaces complete with video conferencing technology. More importantly it can be utilized as a means to aide new employees to be integrated into a corporate culture through in person interactions with senior staff and colleagues.

**2.2.2.** The Program will offer co-working space and programs through partnering agencies. Participants in the Program will apply for a reimbursable grant where co-working and the Program fees are paid by the participant upfront. The fees are then reimbursed through a physical check that must be picked up in person.

**2.2.3.** The Program could also attract startups that require professional assistance to help mature their new endeavor by providing office space and incubator programs for entrepreneurs.

**2.2.4.** A moving incentive funded by a foundation or non-governmental source may be offered. Funding would be given upfront and a stipend given monthly in the form of a physical check to verify residency.

### **2.3. What will the Program do?**

**2.3.1.** The Program will market the assets and amenities that the County has to offer through the following mechanisms:

#### **2.3.1.1.** Webpage:

**2.3.1.1.1.** Intake

**2.3.1.1.2.** Education on what the Program has to offer

**2.3.1.1.3.** Showcase amenities

#### **2.3.2.** Hometown Ambassadors

**2.3.2.1.** The County will recruit employees or volunteers that assist interested people through the Program. Hometown Ambassadors will respond to those who complete the intake form or respond to questions posted on social media and the webpage. These individuals will be trained on the Program offerings and will assist applicants through the remainder of the process. They will perform progress updates with applicants who are a part of the Program, as a mechanism to support the Program and measure the Program's success.

#### **2.3.2.2.** Marketing

**2.3.2.2.1.** Utilize targeted social media campaigns on a variety of platforms. The Program will be marketed to counties and geographic regions where County residents have moved, as well as, counties and geographic regions where we a positive net migration to the County is seen.

#### **2.3.2.3.** Co-working Space

**2.3.2.3.1.** Hometown Ambassadors will assist with facilitating first-contact and connections between applicants and available co-working space partners.

#### **2.3.2.4.** Connections

**2.3.2.4.1.** Hometown Ambassadors will connect applicants with local resources and partners to immerse them into business culture in Oneida County.

### **2.3.3. Target Audience**

**2.3.3.1.** The Program will heavily rely upon targeted marketing to make it successful. Due to the amount of nationwide competition to draw people to specific municipalities it has been determined that targeting former residents and individuals with ties (education, family, work cluster) to the region (the “Target Audience”) will have the greatest return on investment.

**2.3.3.2.** According to a nationwide study housing and family were the top two motivators for people to relocate, with employment coming in third. Due to the aging population and the age range of our target market, it is reasonable to believe that former residents have family that still live in the County and most likely are aging. Identifying where former residents moved will help to make efficient investments in marketing and advertising efforts, and increasing ROI for the County.

## **3. Scope of Service**

**3.1.** The County is seeking the assistance of a marketing firm (the “Consultant”) with a core competency in media buying to assist with marketing and web development that engages the Target Audience outlined in Section 2.3.3.1 (the “Project). A website landing page and intake form will utilize creative content developed by the County. The Consultant will also develop a marketing campaign for the Program.

### **3.2. Task 1: Preliminary Tasks/ Project Overview**

**3.2.1.** Project Overview

**3.2.2.** Refine the Scope of Work

**3.2.3.** Task 1 Deliverables

**3.2.3.1.** General work plan and schedule in Excel that includes timeline/milestones

### **3.3. Task 2: Data Collection and Analysis**

**3.3.1.** Utilize County data to use for the marketing campaign

**3.3.2.** Task 2 Deliverables

**3.3.2.1.** A profile of the target market

### **3.4. Task 3: Web Development**

**3.4.1.** The Consultant shall create the technical framework of a webpage for the Program

**3.4.2.** The Consultant shall create an intake form for applicants that will be placed on the Program webpage

**3.4.3.** The Consultant will incorporate links to assets that exist in Oneida County that will assist in achieving the Program objective

**3.4.4.** The Consultant shall coordinate and utilize creative materials developed by the Oneida County. These materials shall be incorporated into:

**3.4.4.1.** The Webpage;

**3.4.4.2.** The Intake Form;

**3.4.4.3.** All marketing Materials.

**3.4.5.** Task 3 Deliverables

**3.4.5.1.** A webpage

**3.4.5.2.** An intake form

### **3.5. Task 4: Marketing Campaign**

**3.5.1.** The Consultant will develop a marketing campaign that will be a sustained effort that begins in early October and runs for 6 months with an option to renew that is agreed upon by both parties.

**3.5.2.** Task 4 Deliverables

**3.5.2.1.** Media Plan with timeline/milestones

## **4. Products**

**4.1.** Webpage

**4.2.** Intake Form

**4.3.** Media Buying Plan with Timeline/Milestones

## **5. Proposal Format / Requirements**

**5.1.** The lengths of the Proposal are left to proposing firms' discretion but it is fully expected that both will be succinct and effectively address all requirements of the RFP. All pages must be numbered for the Proposal and use the outline given below.

### **5.2. Firm Identification & Qualifications**

**5.2.1.** Provide a brief description of the Consultant's (prime and all sub-contractors) firm, size, and organizational structure, number of full-time and part-time employees, areas of practice, and number of years the firm has been in the business of conducting the described services. Provide a brief description of the Consultant's qualifications for this project including a short history of the Consultant's experience in similar projects. The firm's background, resources (financial and personnel), and capabilities in the relevant areas of practice shall be described.

**5.2.1.1.** Include a portfolio of work similar to the Project described in 2.

### **5.3. Project Understanding**

**5.3.1.** A demonstration of the Consultant's understanding of the Project and its various tasks must be submitted as part of the Proposal.

**5.3.1.1.** Include a proposal to meet the goals and deliverables outlined in the Scope of Service

### **5.4. Project Staffing**

**5.4.1.** The Proposal should include information on how the Consultant proposes to staff this project. This should include identification of the Consultant's project team members by name, field of expertise and specific responsibilities on the project. Include any relevant experience, such as the number of similar projects the employee has directly participated in and their role(s) in those projects.

### **5.5. Recent Clients**

**5.5.1.** The Proposal must include a list of three (3) most recent clients for whom the Consultant has provided services similar to those required herein. The list should include the name, address, telephone number, and e-mail address of the client contact person. Identify when work was performed and the type of work and services performed. Oneida County may contact these references.

### **5.6. Consultant Selection**

**5.6.1.** Based upon the pre-screening and evaluation, the firms submitting proposals that demonstrate the best study approach and experience will be interviewed by the Selection Committee. The Committee will then complete its final evaluation and selection recommendation. It is anticipated that no more than three firms will qualify to be interviewed. The three selected firms will be notified by September 18, 2020.

**5.6.2.** Oneida County reserves the right to reject any and all proposals. If a low number of proposals are submitted, the Oneida County reserves the right to extend the deadline for proposal submittal. It also reserves the right to reject all proposals if determined to be in the best interest of involved parties.

**5.6.3.** The following general evaluation criteria will be used as a guide to score the proposals:

**5.6.3.1.** the firm's demonstrated understanding of the goals and overall approach to the project;

**5.6.3.2.** the relevant experience of the firm and ability to commit resources within the desired timeframe of the proposal;

**5.6.3.3.** The background and qualifications of staff to be assigned to complete the majority of the project tasks.

## **5.7. Proposal Submittal**

**5.7.1.** Responding firms are responsible for submitting their Proposal as described in this RFP. Failure to submit a complete Proposal by the submission deadline will disqualify a firm from consideration – no exceptions will be made.

**5.7.2.** The outside of the package should be clearly marked with the RFP name. Each firm is fully responsible for the timely delivery of its Proposal. Reliance upon mail or public carriers is at the firm's own risk. Proposals received after the time and date specified will not be considered.

**5.7.3.** All agencies should provide specific pricing information in each of the following formats:

**5.7.3.1.** Potential fixed monthly fee retainer structure covering all agency fees for all work conducted under the scope;

**5.7.3.2.** Potential commission-based pricing as a percentage of media purchased that would cover any and all work conducted under the scope.

**5.7.3.3.** Agencies are also invited to provide pricing information in the form of labor-based fees, value-based fees, or any other payment structure.

**5.7.4.** The County will not pay for any costs related to the proposal, interview process, or preparation for contract services. The County reserves the right to accept or reject any or all proposal received, or to cancel, in part or in whole this RFP.

## **6. Terms and Conditions**

**6.1.** The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement.

**6.1.1.** All proposals and materials submitted will be owned by the County.

**6.2.** The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

**6.3.** Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

**6.4.** Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

**6.5.** Consultant shall be required to enter into a written agreement (the “Agreement”) with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

**6.6.** The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

**6.7.** Consultant shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A.**

**6.8.** Consultant shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B.**

**6.9.** Consultant shall comply with and certify the County’s Solid Waste Management Certification pursuant to Article 12 of the County’s Procurement Policy, attached hereto as **Appendix C.**

**6.10.** Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D.**

**6.11.** Consultant shall comply with the Standard Oneida County Conditions, attached hereto as **Appendix E.**

## **7. Payment for Services**

**7.1.** Consultant shall invoice County monthly for services rendered.

**7.2.** Any changes to the agreed upon services will require preapproval prior to a service being acted upon.

## **8. Independent Contractor Status**

**8.1.** For the purposes of this paragraph, the term “Independent Contractor” shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers’ compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor’s status as an independent contractor.

**8.2.** The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant 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.

**9. Choice of Law**

**9.1.** The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**10. Responsibility of Consultant**

**10.1.** If it is found that Consultant is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected and any contract(s) entered into may be terminated immediately upon notice without penalty.

**10.2.**

**Appendix A  
Non Collusion Certification**

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

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

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

a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their 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 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 therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price 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 subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix B**  
**Iran Divestment Act - Certification**

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

**Submitted By**

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(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix C**

**Recycling and Solid Waste Management Certification Form for Oneida County Contracts**

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

**REGULATORY COMPLIANCE**

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
  
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**CERTIFICATION STATEMENT**

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

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix D**

**Statement on Sexual Harassment in Accordance with New York State Law**

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 its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix E**  
**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.
  - a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
  
2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.
  - a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
  
3. 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:

- 1) 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)

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors 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:

A. 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.

- a. 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.
- b. 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.

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies 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.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

- a. Pursuant 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).
- 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.

- c. 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,
- d. 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

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

