ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Timothy Julian
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION
FOR
JANUARY 17, 2024
MEETING

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

FILE NO.	COMMITTEE
2024-005	Ways & Means
2024-006	Ways & Means
2024-007	Ways & Means
2024-008	Ways & Means
2024-009	Read & Filed
2024-010	Read & Filed
2024-011	Read & Filed
2024-012	Read & Filed
2024-013	Read & Filed
2024-014	Read & Filed
2024-015	Government Operations, Ways & Means
2024-016	Government Operations, Ways & Means
2024-017	Public Safety, Ways & Means
2024-018	Health & Human Services
2024-019	Health & Human Services
2024-020	Health & Human Services
2024-021	Health & Human Services
2024-022	Health & Human Services
2024-023	Health & Human Services
2024-024	Public Works, Ways & Means
2024-025	Public Works, Ways & Means
2024-026	Public Works, Ways & Means
2024-027	Public Works, Ways & Means
2024-028	Public Works, Ways & Means
2024-029	Public Works, Ways & Means
2024-030	Public Works, Ways & Means
2024-031	Public Works, Ways & Means
2024-032	Public Works, Ways & Means
2024-033	Public Works, Ways & Means
2024-034	Public Works, Ways & Means
2024-035	Public Works, Ways & Means
2024-036	Ways & Means

AVAILABLE ON WEBSITE ONLY
www.ocgov.net

Dated 12/20/23

We, the undersigned Democratic members of the Oneida County Board of Legislators, hereby petition and designate the Utica Observer Dispatch and the Rome Daily Sentinel as the official newspapers representing the Democratic Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2024.

FN 20 24 - 005

WAYS & MEANS

FN 20 24-006

WAYS & MEANS

Dated 1/2/24

We, the undersigned Republican members of the Oneida County Board of Legislators, hereby petition and designate the Rome Daily Sentinel and the Utica Observer –Dispatch as the official newspapers representing the Republican Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2024.

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

December 4, 2023

FN 20 24 - 006

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

WAYS & MEANS

Re: Request for Extended Sick Leave with Pay for Robin Calandra

Dear County Executive Picente:

Attached, please find correspondence from Daniel W. Gilmore, Public Health Director, requesting extended sick leave with pay for Robin Calandra, a Program Analyst in the Public Health Department.

Ms. Calandra began her employment with the County on August 16, 19689, and has thirty-four (34) years of continuous service with the County. Pursuant to the Oneida County Personnel Rules, she may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that she is obligated to pay back the sick days used upon her return to work. She has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forwarded to the Board of Legislators for consideration at their next meeting. As always, I am available to answer any questions or concerns that either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Amanda L. Cortese-Kolasz

Attachment

RECEIVED
DEC 04 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-4-23

ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman • 800 Park Avenue • Utica, New York 13501
Work Phone: 315-798-5900 • Home Phone: 315-337-9045

FN 20 24-007

December 15, 2023

Board of County Legislators
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Honorable Members:

Under the provisions of Resolution No. 270 passed by the Oneida County Board of Legislators on June 16, 1992, I am recommending the reappointment of Dave Guido to the Oneida County Sports Authority.

David Guido for a five (5) year term, commencing January 1, 2024 and ending December 31, 2028.

I hereby refer this matter to the Ways & Means Committee and the full Board for consideration at the meeting of January 17, 2024.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

Cc: David Guido

ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman • 800 Park Avenue • Utica, New York 13501
Work Phone: 315-798-5900 • Home Phone: 315-337-9045

FN 20 24-008

December 21, 2023

WAYS & MEANS

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

Honorable Members:

I hereby forward the name of Mr. Robert Comis for appointment to the Oneida-Herkimer Solid Waste Management Authority Board, to fill the vacancy that was created when Neil Angell retired from the Board. It will be a five-year term to run through from January 1, 2024 – December 31, 2029.

I hereby refer this matter to the Ways and Means Committee and request that it be considered by the full Board at their January meeting.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

Robert Comis

FN 2024 009

READ & FILED

We, the undersigned, being members of the Oneida County Board of Legislators 2024-2025 Term of Office, and being members of the Republican Party, hereby designate George Joseph as Majority Leader pursuant to Rule No. 3 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2024 and terminating on December 31, 2025.

Dated: 1/3/24

FN 2024 010

READ & FILED

We, the undersigned, being members of the Oneida County Board of Legislators 2024-2025 Term of Office, and being members of the Republican Party, hereby designate **Daniel R. Guzewich** as Majority Legislative Analyst pursuant to Rule No. 2 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2024 and terminating on December 31, 2025.

Dated: 1/3/24

FN 20 24 011

READ & FILED

We, the undersigned, being members of the Oneida County Board of Legislators 2023-2024 Term of Office, and being members of the Democratic Party, hereby designate Tim Sullivan as Minority Leader pursuant to Rule No. 3 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2024 and terminating on December 31, 2025.

Dated: 12/20/23

FN 2024 - 012

READ & FILED

We, the undersigned, being members of the Oneida County Board of Legislators 2023-2024 Term of Office, and being members of the Democratic Party, hereby designate **Mary G. MacEnroe** as Minority Legislative Analyst pursuant to Rule No. 2 of the Rules of the Board of Legislators of the County of Oneida, to serve for the remainder of a term that commenced January 1, 2023 and terminating on December 31, 2024.

Dated: 12/20/23

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 24 - 013

December 13, 2023

READ & FILED

Board of Legislators
Oneida County
800 Park Avenue
Utica, New York 13501

RE: Appointment to the Oneida County Sports Facility Authority

Honorable Members:

Pursuant to Public Authorities Law §2052-c(1), I am reappointing Thomas B. Keeler to the Oneida County Sports Facility Authority for a term commencing January 1, 2024 and ending December 31, 2028.

No Board of Legislators action is required relative to this reappointment.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.

cc: Thomas B. Keeler

Memorializing petition by

Oneida County

Board of Legislators

FN 20 24 - 814

READ & FILED

F.N. 2023- XXX

MEMORIALIZING PETITION URGING GOVERNOR HOCHUL TO VETO EVEN-YEAR LOCAL ELECTIONS BILL

WHEREAS, the Oneida County Board of Legislators believes that increasing participation in the election process and reducing costs of government operations is good for our republic, and

WHEREAS, during the 2023 legislative session, Assembly Member Amy Paulin and State Senator James Skoufis reintroduced this legislation (A.04282B/S.3505B), which would move some local elections to even-numbered years, and

WHEREAS, versions of this legislation were introduced in previous years and failed to reach the floor for a vote due to lack of support, and

WHEREAS, after the 2022 session concluded, the bill sponsor indicated that hearings would be held on the proposal through the Election Committee process, and

WHEREAS, no such hearings were held, and

WHEREAS, the proposed legislation circumvented the legislative committee process during the legislative session, limiting public input and understanding of the impacts, and

WHEREAS, there has been no financial analysis or operational analysis of the impacts on local Boards of Elections, and

WHEREAS, this legislation passed in the middle of the night on the last days of the legislative session, which is counter to the idea of an open and transparent government, and

WHEREAS, the state Board of Elections has also recently weighed in on the measure, suggesting the logistical challenges of expanding the ballet in even years will be a technological and practical nightmare.

WHEREAS, the Oneida County Board of Legislators has many concerns with this bill, especially its diminishment of adequate attention to local issues and local voices, and

WHEREAS, by forcing local elections to compete against national and state-level campaigns, this legislation will decrease voters' attention to important local issues and deprive local candidates of appropriate platforms to explain their stance on issues, and

WHEREAS, this legislation excludes elections to offices in New York City and all other cities and villages in New York state, as well as certain offices within all counties and towns, thereby negating any potential savings to local Boards of Election, and

WHEREAS, this legislation usurps Home Rule powers reserved by local governments and protected by the Constitution of the State of New York, raising questions of legality and constitutional authority, and

WHEREAS, establishing the schedule of local elections is the right of the local government, supported by more than a century of precedent, and

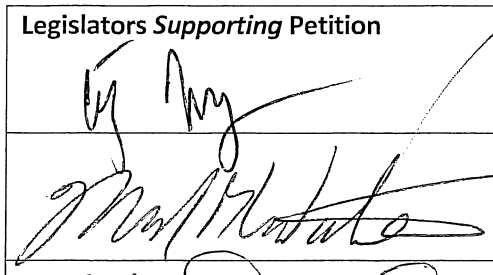
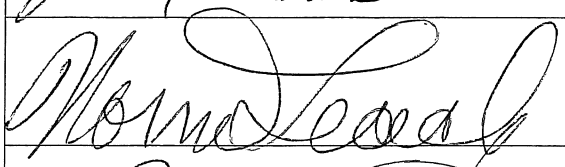
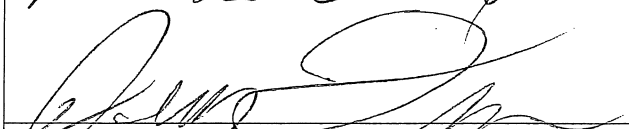
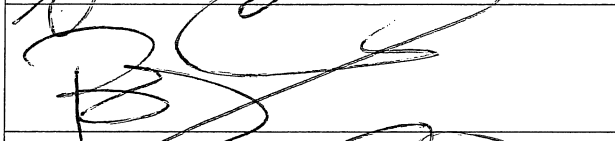
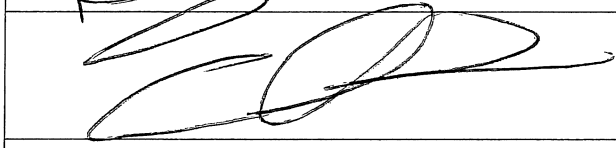
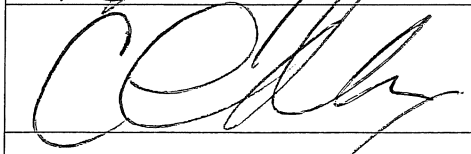
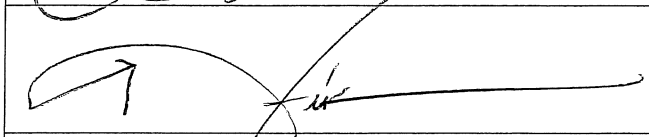
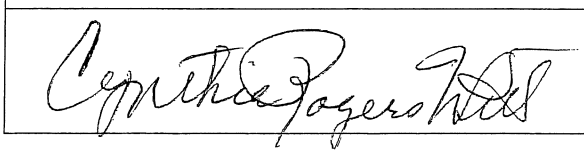
WHEREAS, local municipalities have had the ability to change their elections to even-numbered years for decades, and have chosen not to do so, and

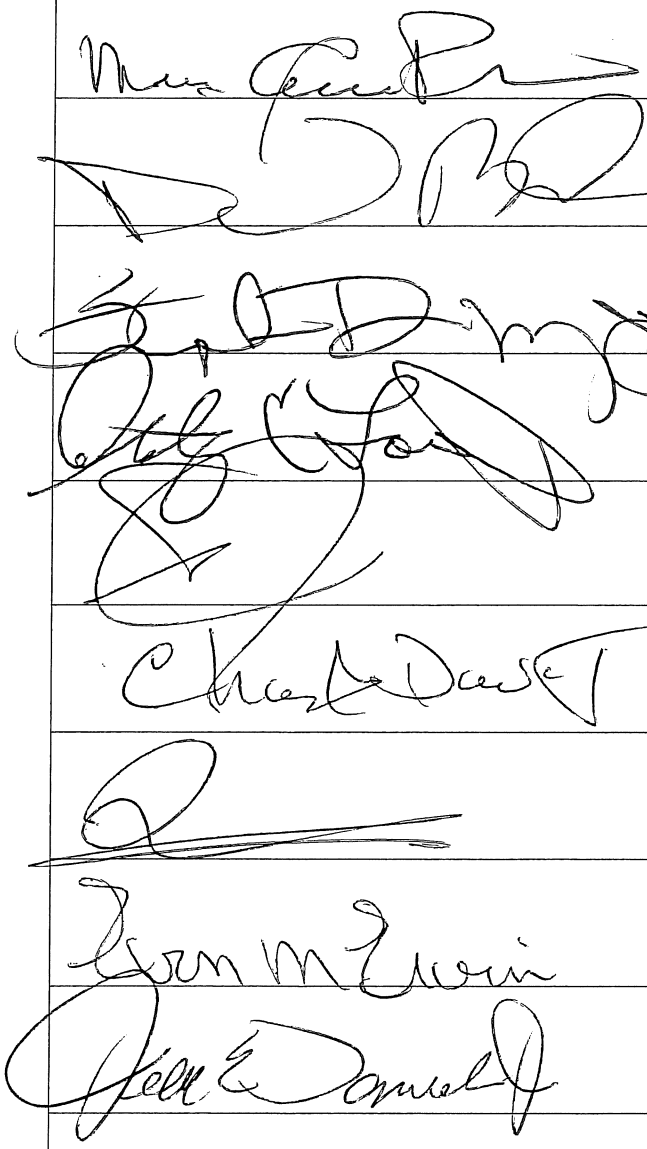
WHEREAS, the Assembly Bill sponsor indicated that she had not received any messages of support for this proposal from any of the 57 counties and 933 towns across New York state impacted by this legislation, now, therefore, be it

RESOLVED, that the Oneida County Board of Legislators calls on Governor Hochul to strongly oppose this legislation and utilize her veto authority to reject this proposal, and

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart Cousins, Assembly Speaker Carl Heastie, Senate Minority Leader Robert Ortt, Assembly Minority Leader William Barclay, Assembly Bill Sponsor Amy Paulin, Senate Bill Sponsor James Skoufis, State Assembly members Marianne Buttenschon, Brian D. Miller, Kenneth Blankenbush and Robert Smullen, as well as to any others deemed necessary and appropriate.

Dec. 20, 2023

Legislators *Supporting* Petition	Legislators *Opposing* Petition
	
	
	
	
	
	
	
	

Legislators Supporting Petition	*Legislators Opposing Petition*
	

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY
DEPARTMENT OF FINANCE
County Office Building ◆ 800 Park Avenue ◆ Utica, New York 13501
(315) 798-5750 ◆ Fax: (315) 735-8371 ◆ www.ocgov.net

FN 20 24 - 015

December 11, 2023

GOVERNMENT OPERATIONS

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

WAYS & MEANS

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration at the January 2024 meeting.

NUMBER		AMOUNT
1	REFUND	$ 276.48
2	CORRECTIONS	$ 103,008.70

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

RECEIVED
DEC 27 2023

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

Anthony J. Picente, Jr.
County Executive
Date 12-27-23

ONEIDA COUNTY BOARD OF ELECTIONS
Union Station • 321 Main St. • 3rd Floor
Utica, New York 13501
Phone: (315) 798-5765
Fax: (315) 798-6412

Anthony J. Picente, Jr.
County Executive

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

FN 20 24 - 016

December 26, 2023

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Attached is an amendment to an original purchase and maintenance agreement, per NYS OGS contract, with Know Ink, LLC. This amendment is for the purchase of 100 new "poll pad packages" (i.e., electronic poll pad units and related items), including necessary licenses. This purchase will supplement, per the original contract, the County's current 200 poll pad packages. This amendment also extends maintenance, including software updates and support, for 2025 and 2026, on what will be the Counties combined total of 300 poll pad packages.

The purchase cost for these additional poll pad packages is $165,500.00, while maintenance costs for 2025 and 2026 are, respectively, $67,584.00 per year ($135,168.00 total). Accordingly, the amendment's total cost over its three-year term (1/1/24 to 12/31/26) is $300,668.00. The Technology Innovation and Election Resource (TIER) Grant will reimburse $165,192.00 on the equipment purchase.

If the attached amendment meets with your approval, please forward same to the Oneida County Board of Legislators for their review and approval. If you have any questions or would like to discuss this agreement in greater detail, please contact us at our office.

Thank you for your continued support and cooperation.

Sincerely,

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

RECEIVED
JAN - 2 2024

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

Anthony J. Picente, Jr.
County Executive

Date 12-27-23

Oneida Co. Department: Board of Elections

Competing Proposal	_____
Only Respondent	_____
Sole Source	X
Other	_____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Know Ink, LLC
2111 Olive Street
Saint Louis, Missouri 63103

Title of Activity or Service: Amendment to Purchase and Maintenance Agreement

Proposed Dates of Operation: January 1, 2022 –December 31, 2026

Client Population/Number to be served: Oneida County Voters

Summary Statements

1) **Narrative Description of Proposed Services:** Amendment to original contract with a term of 1/1/22 to 12/31/24. Per NYS OGS contract, vendor will provide the County with 100 new "poll pad packages" (i.e., electronic poll pad units and related items), including necessary licenses, to supplement, per the original contract, the County's current 200 packages. This amendment also extends maintenance, including software updates and support, for 2025 and 2006 on what will be the County's combined total of 300 poll pad packages.

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

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

Total Funding Requested Amount: $300,668.00. The costs are broken down as follows: $165,500 (2024); $67,584.00 (2025); and $67,584.00 (2026). **Account #1450.212**

Oneida County Funding Recommendation: $300,668.00

Proposed Funding Sources (Federal $/State $/County $): County, with the Technology Innovation and Election Resource (TIER) Grant reimbursing $165,192.00 for the equipment purchase.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: BOE is pleased with vendor's past performance.

AMENDMENT TO PURCHASE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, having its principal offices located at 800 Park Avenue, Utica, New York, including its Board of Elections (collectively, the "County"), and Know Ink, LLC, a Limited Liability Corporation organized and existing under the Laws of the State of Missouri, with its offices located at 2111 Olive Street, St. Louis, Missouri (the "Contractor").

WITNESSETH

WHEREAS, the Contractor was previously awarded and subsequently entered into New York State Office of General Services Centralized Contract No. PS68741 ("Centralized Contract") for the provision of electronic poll book systems, including annual software licenses and maintenance coverage; and

WHEREAS, based on the Centralized Contract, the Parties subsequently entered into County Contract No. 151793 ("Original Contract"), a copy of which is annexed hereto, pursuant to which the Contractor provided the County with 200 electronic poll pad units and accessory items, as well as related annual software licenses and maintenance coverage (collectively, "Poll Pad Package"), for a term of January 1, 2022 through December 31, 2024; and

WHEREAS, the County desires to purchase from the Contractor an additional 100 Poll Pad Packages, and otherwise extend maintenance coverage on its current 200 Poll Pad Packages and its 100 additional Poll Pad Packages through December 31, 2026, as detailed in the two estimates (Nos. 8007 and 8010), which are collectively annexed hereto as Exhibit "B"; and

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties hereto amend the Original Agreement as follows:

1. **Term and Purchase**. Section 1 of the Original Agreement is deleted in its entirety and replaced with the following: *The term of this Agreement is January 1, 2022 through December 31, 2026. Upon execution of this Agreement, Contractor shall immediately provide the County with the deliverables set forth in Exhibit B, including, but not limited to, 100 units of Poll Pad Packages, and, in addition, provide annual maintenance during 2025 and 2026 on the County's 300 units of Poll Pad Packages, as set forth in Exhibit B.*

2. **Cost.** Section 2 of the Original Agreement is deleted in its entirety and replaced with the following: *Pursuant to Exhibit B, the cost for (i) 100 additional units of Poll Pad Packages shall be $165,500.00, and (ii) annual maintenance and license fees for 2025 and 2026 with respect to the County's 300 units of Poll Pad Packages shall be $67,584.00 per year, payable annually. The total cost to the County under this Agreement is $300,668.00.*

3. All other terms of the Original Agreement shall remain the same.

IN WITNESS WHEREOF the County and the Contractor have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

KNOW INK, LLC

By:_____
Kevin Schott
Chief Financial Officer

BOARD OF ELECTIONS

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

Approved:

Christopher J. Kalil
Assistant County Attorney

Exhibit A-
Original Contract

PUCHASE AGREEMENT TO PROVIDE E-POLL PADS, PRINTERS, EQUIPMENT, AND RELATED SOFTWARE AND MAINTENANCE
KNOW INK, LLC.

THIS AGREEMENT (the "Agreement") is by and between County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, having its principal offices located at 800 Park Avenue, Utica, New York, by and through its Board of Elections, hereinafter collectively referred to as the "County," and Know Ink, LLC, a Limited Liability Corporation organized and existing under the Laws of the State of Missouri, with its offices located at 2111 Olive Street, St. Louis, Missouri, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County and the Contractor currently have an agreement whereby the Contractor provided, installed, set up the Electronic Poll Pad Units that the County utilizes for early voting, along with licensing, maintenance, and support under County Contract Number 91392; and

WHEREAS, the County is satisfied with the current contract and desires to purchase more Electronic Poll Pad Units and related services, along with Poll Print Units and related services to print ballots to be utilized not only for early voting, but also for the primary and general elections; and

WHEREAS, parties wish to enter into a new contractual relationship effective January 2022, through December 2024, for the purchase of Electronic Poll Pad Units, Software, a First Year License, Annual Licenses and Maintenance for Years 2 and 3, and annual and per election Data Plans and for the purchase of ballot printers and accessories, along with Annual Software Licenses and Maintenance for Years 2 and 3, to be utilized by the County, hereinafter described more fully in "KNOWINK Quote and Terms", a copy of which is attached hereto as Exhibit "A" and

WHEREAS, the Contractor has been approved by the New York State Office of General Services ("NYS OGS") through Award #23617, and has been authorized to provide these Poll Pad Units, Software Licenses, Compatible Printers and Data Plans, along with ballot printers and related software maintenance to be utilized by local County Board of Elections through Contract No. PS68741, a copy of which is attached hereto as Exhibit "B."

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. This Agreement for the purchase of the 200 Poll Pads and 155 Ballot Printers and related accessories, equipment, annual software license and maintenance, and annual and per election data plans will be effective for a term beginning January 1, 2022 through December 31, 2024.

2. The cost for year one (1) is $881,575.00 for the purchase of the Electronic Poll Pad Units and Ballot Printers, along with related Software, First Year Licenses, accessories, equipment and the first year and per election data plans; the costs for year two (2) is $66,000.00 for the software license, maintenance, and annual and per election data plans; the costs for year three (3) is $66,000.00 for the software license, maintenance, and annual and per election data plans; and the total cost of this agreement is $1,013,575.00.

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

4. Service of Process. The Contractor expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

5. Jurisdiction. The Contractor expressly consents to personal jurisdiction in the State of New York.

6. All other terms of NYS OGS Contract No. PS67841 (Exhibit "B") are hereby incorporated into this Agreement and made a part hereof.

IN WITNESS WHEREOF the County and the Contractor have signed this Second Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

CONTRACTOR

By: _____
Kevin Schott
Chief Financial Officer

BOARD OF ELECTIONS

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

Approved

John A. Herbowy, Assistant County Attorney

knowINK
Innovative Election Solutions

POLL PAD
ANY LINE | ANY TIME

KNOWINK Quote and Terms

Date: 10/14/2021

KNOWINK, 2111 Olive Street Saint Louis, MO 63103

Sales Contact: Trisha Bandstra Phone: (423) 432-1667 E-mail: trisha.bandstra@knowink.com

Jurisdiction: Oneida County, NY

Contact: Sarah Bormann, Nichole Shortell Phone: (315) 798-5865 E-mail: sbormann@ocgov.net, nshortell@ocgov.net

Poll Pad Subscription Purchase Quote and Terms:

*Pricing guaranteed for 50 days from date of quote. Based on your stated requirements, we propose the following:

Item	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units *Includes: iPad WiFi + Cellular 32gb, Charger, Stand, Stylus, Transport Case, MDM Enrollment, Live Syncing and Basic Poll Pad Manager*	200	$586.00	$117,200.00
2	1st Year Software License	200	$560.00	$112,000.00
3	Star Micronics Bluetooth Receipt Printer	200	$300.00	$60,000.00
	Total Year (1) One Poll Pad Package Estimated Cost:			**$289,200.00**
	Annual Software License and Maintenance			
4	Year 2 Annual Software License, MDM & NY SVR Maintenance	200	$100.00	$20,000.00
5	Year 3 Annual Software License, MDM & NY SVR Maintenance	200	$100.00	$20,000.00
	Optional Hardware/Software/Services			
6	Star Micronics Receipt Paper - Additional (Case of 50 rolls)		$125.00	
7	Onsite training - per day		$2,000.00	
8	Train the Trainer - per day		$2,000.00	
	Data Plan			
9	Verizon Wireless Data Plan Activation, per Cellular iPad (Billed annually; required with Wireless Hotspot Solution)	200	$15.00	$3,000.00
10	Verizon Wireless Data Plan, per Cellular iPad (Per Election, billed separately from annual activation fee)	200	$30.00	$6,000.00

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.

knowINK
Innovative Election Solutions

POLL PRINT
BALLOT STATION

KNOWINK Quote and Terms

Date: 10/14/2021

KNOWINK | 2111 Olive Street Saint Louis, MO 63103

Sales Contact: Trisha Bandstra Phone: (423) 432-1887 E-mail: trisha.bandstra@knowink.com

Jurisdiction: Oneida County, NY

Contact: Sarah Bormann, Nichole Shortell Phone: (315) 798-5865 E-mail: sbormann@ocgov.net, nshortell@ocgov.net

Poll Print Subscription Purchase Quote and Terms:

*Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:

Item	Item Description	Estimated Quantity	Unit Price	Total Amount
1	Poll Print - Tablet (IPad 32gb WIFI)	155	$310.00	$48,050.00
2	Poll Print - Tablet Case (Nanuk 910)	155	$100.00	$15,500.00
3	Green MFI Certified Lightning Cable - 9'	155	$10.00	$1,550.00
4	Stylus Pen (x2)	155	$5.00	$775.00
5	Poll Print - Adapter and cable package	155	$250.00	$38,750.00
6	Poll Print - Monochrome Printer (Brother)	155	$750.00	$116,250.00
7	Poll Print - Cabinet	155	$1,700.00	$263,500.00
8	Initial Software License Poll Print	155	$600.00	$93,000.00
	Total Year (1) One Poll Print Package Estimated Cost:			**$577,375.00**
	Annual Software License and Maintenance			
9	Annual Software Maintenance Version 2 - Year 2	155	$200.00	$31,000.00
10	Annual Software Maintenance Version 2 - Year 3	155	$200.00	$31,000.00
	Optional Equipment/Services			
11	Poll Print - Battery Backup		$600.00	
12	Toner Cartridge - B432dn (*1 included in initial purchase*)		$176.00	
13	Drum - B432dn (*1 per 20 printers included in initial purchase*)		$195.00	
14	On-Site Training/Setup Fee		$2,500.00	

Terms of Subscription

Subject to acceptance of the Master Software License & Services Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance.

Signature (Customer)	*Signature (KNOWINK)*
Print Name & Title (Customer)	*Print Name & Title (KNOWINK)*
Date	*Date*

Year 1 Poll Pad and Printer		Year 2 Costs	Year 3 Costs	
Poll Pad Subs	$289,200.00	$0.00	$0.00	
Poll Print Subs	$577,375.00	$0.00	$0.00	
Annual Data Plan	$3,000.00	$3,000.00	$3,000.00	
Data Plan/Election	$12,000.00	$12,000.00	$12,000.00	
Soft Lic Poll Print	$0.00	$31,000.00	$31,000.00	
Soft Lic Poll Pad	$0.00	$20,000.00	$20,000.00	
Totals	**$881,575.00**	**$66,000.00**	**$66,000.00**	**$1,013,575.00**

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract

PS68741

THIS CONTRACT (hereinafter "Contract") for the acquisition of Electronic Poll Book Systems is made between the People of the State of New York, acting by and through the Commissioner of the Office of General Services (hereinafter "State" or "OGS") whose principal place of business is the 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, and KNOW INK, LLC (hereinafter "Contractor"), with offices at 2111 OLIVE STREET, ST. LOUIS, MO 63103. The foregoing are collectively referred to as the "Parties."

WHEREAS, OGS is statutorily authorized to enter into centralized contracts for services for use by New York State agencies, departments, public authorities, political subdivisions and any other entities authorized by statute to utilize its centralized contracts (hereinafter "Authorized Users"); and

WHEREAS, OGS has identified a need by New York State Authorized Users for Electronic Poll Book (E-Poll Book) Systems, to allow implementation of E-Poll Book Systems for use at Early Voting locations as well as Election Day polling places in 2019 and future elections, as further described herein; and

WHEREAS, in the June 24, 2019 edition of the New York State Contract Reporter, OGS advertised the availability of a Solicitation, referred to as Solicitation 23167 (hereinafter the "Solicitation") for qualified vendors of E-Poll Book Systems, as required by New York State Economic Development Law; and

WHEREAS, the Solicitation set forth the minimum requirements that a Contractor must meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the Solicitation, as the same was amended through the procurement process; and

WHEREAS, the State evaluated Contractor's proposal and determined that the Contractor submitted a responsive proposal, is a responsible vendor and that the Contractor's not to exceed pricing is reasonable; and

WHEREAS, the Contractor agrees to the terms and conditions set forth in this Centralized Contract, referenced as PS68741; and

WHEREAS, the Contractor is willing to provide the Products set forth herein.

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

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SECTION 1 INTRODUCTION

1.1 OVERVIEW AND PURPOSE.

This Contract is a statewide centralized contract to acquire Electronic Poll Book (E-Poll Book) Systems and related services, accessories, consumables, training, and Maintenance as specified herein for all Authorized Users eligible to purchase through this Contract.

In March of 2019, NYS passed legislation to allow for Early Voting and the use of E-Poll Book Systems, and NYS intends to implement the E-Poll Book Systems for use at Early Voting locations as well as Election Day polling places in 2019 and future elections. This Contract will allow the individual New York State County Boards of Elections (CBOEs) to procure E-Poll Book Systems either through a competitive Request for Quotes (RFQ), or by submitting a Purchase Order. Each CBOE will be responsible for the purchase of their own Equipment, and the implementation of the System, including training and support.

This Contract outlines the procedures and methods used by Authorized Users, OGS, and Contractors to provide Authorized Users with a method for procuring E-Poll Book Systems. All Contractors will have the same terms and conditions for the duration of the Contract thus providing a fair and level playing field across the E-Poll Book System marketplace. It is highly recommended that Authorized Users procure E-Poll Book Systems via a Request for Quotes (RFQ).

1.2 SCOPE.

The NYS Board of Elections (SBOE) must approve any E-Poll Book System before it can be used by a CBOE in New York State. Contractor cannot sell any E-Poll Book System that has not been approved by the SBOE under this Contract. Attachment 1, *Board of Elections Application for Approval* has been included as a reference for the requirements as set forth by the SBOE.

1.2.1 Products in Scope.

Product shall be new, factory produced, assembled for the first time, and may contain new and/or recycled parts or components that have been fully inspected, tested and fully meet required Product performance specifications. Product must be newly serialized and the Authorized User must be the first end user of the Product. The Products must be commercially released Products and available for purchase through the Contractor's normal marketing channels. Alpha, beta, experimental or unannounced Equipment is outside the scope of this Contract. No Products at End-of-Life or within six months prior to End-of-Life are to be sold, except with prior written approval by the Authorized User.

1.2.1.1 E-Poll Book Systems and Related Products.

Only the Contractor's E-Poll Book System(s) as approved by the SBOE will be available for purchase under State contract by a CBOE.

Ancillary or related Products, as approved by SBOE, meant to enhance the SBOE approved E-Poll Book System are authorized for acquisition under this Contract. This may include optional upgrade items, ancillary Products, consumables, Training Services and Support Services.

All references to E-Poll Book System(s) shall be meant to include E-Poll Book Systems and Related Products.

1.3 OUT OF SCOPE.

The following items are out of Scope of the Contract:

- E-Poll Book Systems sold through other OGS Centralized Contracts
- Part/Stock Numbers that relate to blocks of hours
- Refurbished/remanufactured Equipment
- voting machines and/or any e-voting machines

1.4 ESTIMATED QUANTITIES.

This Contract is an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of the Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.*

Numerous factors could cause the actual quantities of Products purchased under the Contract to vary substantially from the estimates in Solicitation 23167. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates provided in Solicitation 23167.

Counties may decide to implement E-Poll Book Systems in part, in whole, or not at all, and this Contract does not guarantee any volume of sales.

1.5 DEFINITIONS.

Capitalized terms used in this Contract shall be defined according to Appendix B, Definitions, or as below:

Term	Definition
Authorized User Agreement	Authorized User Agreement shall mean the document memorializing the Contractor's obligations with respect to a given transaction with an Authorized User.
Bidder Submission	The complete response to Solicitation 23167 submitted by a Bidder to provide Products described in the Solicitation.
Business Day	Monday through Friday from 8:00 AM – 5:00 PM ET, excluding New York State Holidays or Federal Holidays.
Business Entity	Any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
CBOE	New York State County Boards of Election.
Continental United States (CONUS)	The 48 contiguous States, and the District of Columbia.
Contract Term	The initial term of the Contract and any renewals, or extensions, or both.
Data Breach	Acquiring of information by a person without valid authorization or through unauthorized acquisition.
Days	Unless otherwise specified reference to days in this Contract shall mean Business Days, not Calendar Days.
Device	A piece of electronic Equipment (such as a tablet, bar-code scanner, printer, or portable hot spot) adapted for a particular purpose. See also "Equipment."
Discount	An allowance, reduction or deduction from a selling price or list price extended by a seller to a buyer in order for the net price to become more competitive.
Early Voting	An option available to the counties under NYS law which allows voters to cast their selections prior to Election Day in predetermined locations specified by the CBOE.
Election Day	A day legally established for the election of public officials.
Electronic Poll Book (E-Poll Book)	An electronic list (as opposed to a paper list) of the names and addresses of voters. It is used to check-in voters as they appear to vote and to attribute voting credit to that particular voter's record.

Term	Definition
Electronic Poll Book System (EPBS)	Includes all Software (e.g. operating systems, vendor applications, etc.) and connected Hardware (e.g. electronic poll books, laptops, and peripherals including scanners, printers, signature pads, routers, servers, removable media devices, chargers, batteries, etc.), configured to support the creation of a computer generated registration list of voters for use during elections.
End-of-Life (EOL)	When a Product is no longer being marketed or sold.
Equal Employment Opportunity (EEO)	Policies and procedures of the jurisdiction to ensure non-discrimination against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status.
Equipment	An all-inclusive term which refers either to individual Devices or to a complete data processing System or subsystem, including its Hardware and operating Software (if any). See also "Device, "and "Hardware."
General Services Administration (GSA)	The department within the U.S. government that is responsible for procurement of goods and services.
Government Entity	A federal, state, municipal entity or tribal government located in the United States.
Hardware	The physical aspect of E-Poll Book Systems. Hardware shall also include "Device" and "Equipment."
Maintenance	The upkeep of a Product that neither adds to its permanent value nor prolongs its intended life appreciably, but instead keeps it in an efficient operating condition.
Mandatory	Refers to items or information that the State has deemed that a Contractor must submit as compulsory, required and obligatory. These items or information are noted as such, or the requirements may be phrased in terms of "Must" or "Shall".
May	Denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should" and "Will."
Minority and/or Woman-Owned Business (MWBE)	A business certified with Empire State Development (ESD) as a Minority and/or Woman-Owned Business.
Must	Denotes the imperative in a Contract clause or specification. Means required, being determinative/Mandatory, as well as imperative. Also see "Shall."
National Institute of Standards and Technology (NIST)	The federal technology agency that works with industry to develop and apply technology, measurements, and standards. http://www.nist.gov
Network	A group of two or more Devices that can communicate.
New York State Board of Elections (SBOE)	The State Board of Elections is the bipartisan agency vested with the responsibility for administration and enforcement of all laws relating to elections in New York State.

Term	Definition
New York State Holidays (NYS Holidays)	The legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year's Day; Martin Luther King Day; Washington's Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day.
New York State Service-Disabled Veteran-Owned Business (SDVOB)	A NYS-certified Service-Disabled Veteran-Owned Business. Please refer to New York Executive Law Article 17-B for additional details.
New York State Small Business Enterprise (NYS SBE)	A company that is a resident to New York State, independently owned and operated, with 100 or fewer employees, and not dominant in its field. See State Finance Law §160(8).
New York State Statewide Financial System (SFS)	The NYS Enterprise Resource Planning (ERP) System.
New York State Vendor Identification (NYS Vendor ID)	The ten-character identifier issued by New York State when a vendor is registered on the Vendor File.
Non-State Agencies	Political subdivisions and other entities authorized by law to make purchases from OGS Centralized Contracts other than those entities that qualify as State Agencies. This includes all entities permitted to participate in Centralized Contracts per Appendix B, §25(b), Non-State Agency Authorized Users and §25(c), Voluntary Extension and State Finance Law Section 163(1)(k).
Office of the State Comptroller (OSC)	The New York State Office of the State Comptroller.
Part/Stock Number	A unique identifier assigned to an individual Product and/or Service or part by the Contractor for that Product and/or Service; usually includes a combination of alpha and/or numeric characters or may be a unique product name or unique product description. Part/Stock Numbers must be unique and cannot be the same as any other Part/Stock Number on the price list.
Procurement Services	A business unit of OGS, formerly known as New York State Procurement (NYSPro) and Procurement Services Group (PSG).
Quote	Contractor's response to an Authorized User's Request for Quotes (RFQ).
Security Incident	A violation or imminent threat of violation of computer security policies, acceptable user policies, or standard security practices. A computer security incident is also defined as any event that adversely affects the confidentiality, integrity, or availability of system and its data.
Shall	Denotes the imperative in a Contract clause or specification. Means required, being determinative/Mandatory, as well as imperative. Also see "Must."

Term	Definition
Should	Denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May" and "Will."
Small Business	Please refer to State Finance Law section 160(8) for the definition of "small business concern" or "small business."
Software	A general term for the various kinds of programs used to operate E-Poll Book Systems and related Devices. Software shall also include authentication tools, security features, origin policy, updates, major and/or minor enhancements, versions, releases, corrections, or any other modifications, improvement or enhancements provided as part of this Contract.
Support Services	Technical services that include but are not limited to: help-desk support, enhanced help-desk support, on-site client support and E-Poll Book System implementation.
System	A collection of elements or components that are organized for a common purpose.
Training Services	Training options and materials offered by a Contractor for use by a CBOE under this Contract which will allow CBOE staff and polling inspectors to be trained in the use of the E-Poll Book System, where appropriate.
User Data	Any information, formula, algorithms, or other content that the Authorized User may directly or indirectly provide to the Contractor pursuant to the resulting Contract.
Will	Denotes the permissive in a Contract clause or specification. Also see "May" and "Should."
Written / Written Communication	Written Communication makes use of the written word. Examples of Written Communications include email, Internet websites, letters, proposals, and Contracts.

1.6 APPENDICES AND ATTACHMENTS.

The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract as fully as if set forth at length herein.

APPENDICES

Appendix A – *Standard Clauses for NYS Contracts* (January 2014)
Appendix B – *General Specifications* (April 2016)
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SECTION 2 CONTRACTOR QUALIFICATIONS

During the term of the Contract, OGS Procurement Services retains the right, at its sole discretion, to request any additional information pertaining to the Contractor's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under this Contract as it deems necessary to ensure safe and satisfactory work. All statements made must be able to be independently verified by OGS.

2.1 NEW YORK STATE BOARD OF ELECTIONS APPROVAL.

The New York State Board of Elections has established an approval process with minimum security standards and redundancy procedures for Electronic Poll Book Systems. Please see Attachment 1, *Board of Elections Application for Approval, Functional Requirements* tab, *Security Requirements* tab, and *Challenge Report Requirements* tab for a comprehensive list of all the requirements for E-Poll Book System(s).

Contractor must obtain such approval for any E-Poll Book System(s) submitted and must include proof of approval with submission under Appendix C, *Contract Modification Procedures.* A Contractor that has not provided proof of approval from the SBOE for an E-Poll Book System shall be ineligible for a Contract Modification.

SECTION 3 TERMS AND CONDITIONS

3.1 CONTRACT TERM AND EXTENSIONS.

The term of the Contract shall commence upon execution of the Contract by OGS as evidenced by the date accompanying the OGS Signature line. Unless terminated in accordance with the Contract, the term of each contract, including those awarded during any subsequent periodic recruitment, shall be a maximum of five (5) years commencing on the date the first Contract is executed by OGS.

All OGS Centralized Contracts resulting from Solicitation 23167 shall have a coterminous end date, including those Contracts awarded during the continuous recruitment period or any periodic recruitment period. At the State's option, the Contract may be extended for an additional 5 years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension.*

The Contract Term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

3.2 SHORT TERM EXTENSION.

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension.* In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

3.3 CONTINUOUS RECRUITMENT.

There will be a Continuous Recruitment period for up to one (1) year following the initial award of Contracts resulting from Solicitation 23167. OGS may post a notice in the Contract Reporter to commence the Continuous Recruitment process. Under the Continuous Recruitment of Contractors concept (once the initial bidding process is completed and the initial round of Contracts are awarded) a Bidder will be provided with a Solicitation and allowed to complete and submit a full Bid proposal. This proposal will be evaluated under the same terms and conditions as the original Bids. If the Bidder's Submission is accepted, a Contract will be awarded. Once a Contractor has been awarded a Contract, they must remain under the terms of their initial bid and will not be allowed to submit a new Bid under the Continuous Recruitment of Contractors provision.

For Contracts that are awarded under Continuous Recruitment, the Contract Term will commence upon execution of the Contract by OGS as evidenced by the date accompanying the OGS signature line. Contracts will co-terminate on the then current end date of the Contract, or at the end of any approved extension or renewal period.

After the initial period of Continuous Recruitment, there may be subsequent Periodic Recruitments as OGS deems necessary during the remainder of the Contract Term.

3.4 SUBSEQUENT PERIODIC RECRUITMENT.

During the term of the Contract, the State reserves the right to conduct subsequent future Periodic Recruitments. The purpose of future Periodic Recruitments will be to:

- Add additional Products and/or emerging technologies; and
- Add additional Contractors.

OGS will formally announce when a periodic recruitment Solicitation is issued. Periodic recruitments will be issued at the discretion of the OGS. A Bidder shall be required to submit such Submission documentation as required by OGS, which may include additional applicable statutory requirements currently in effect at the time of the periodic recruitment. For Contracts that are awarded under periodic recruitment, the Contract Term will commence upon execution of the Contract by OGS as evidenced by the date accompanying the OGS signature line. Contracts will co-terminate on the then current end date of the Contract, or at the end of any approved extension or renewal period.

3.5 CONFLICT OF TERMS.

Conflicts among the Contract documents shall be resolved in the following order of precedence:

1. Appendix A, *Standard Clauses for New York State Contracts*;
2. Attachment 2, *Contractor's Approval Package from SBOE*, composed of an approval notification from SBOE, an approved vendor application and SBOE Vendor Assessment Report, and any other SBOE evaluation reports;
3. Attachment 1, *Board of Elections Application for Approval*;
4. Contract and *Appendix F, Contractor's Insurance Requirements*;
5. Appendix B, *General Specifications*;
6. All other appendices and attachments to the Contract;
7. Attachment 3, *Contractor's Application Submission to SBOE*, composed of all vendor submissions, artifacts and documents submitted to the SBOE during the application process, including completed application.

3.6 PRICING.

3.6.1 NYS Contract Price List.

All approved NYS Contract Price Lists will be posted on the OGS Procurement Services website. OGS reserves the right in its sole discretion to remove any Products deemed to be out of scope of the Contract from the Contract price list at any time during the term of the resulting Contract, upon notice to the Contractor.

All NYS Net Prices must include all applicable shipping, handling, insurance, and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User). See Appendix B, *Shipping/Receipt of Product*.

A Part/Stock Number is to be provided in the "Part/Stock Number" column for every Product on Appendix E, *NYS Contract Price List* and for all future offerings. Each Part/Stock Number must be unique. A Part/Stock Number may be equal to the Product's Name.

Appendix E, *NYS Contract Price List* shall only contain plain text. Contractor's Appendix E, *NYS Contract Price List* shall not include any marketing language, marketing materials or any additional terms and conditions.

3.6.2 Monetary Values.

All monetary values shall be in U.S. Dollar amounts and will be two decimal points (for example: $1.12).

3.6.3 Discount Percentage Values.

All Discount percentage values shall not exceed two decimal places (for example: 20.25222% shall be rounded to nearest one hundredth 20.25%). A Discount Percentage value cannot be expressed as a range (for example: 10%-20%, or "varies").

3.6.4 Volume Discounts.

Contractor is encouraged to offer Volume Discounts to Authorized Users.

3.6.5 Discounts.

All Discounts shown on the Contractor's Appendix E, *NYS Contract Price List* shall not be decreased by the Contractor during the Contract term or any resulting Authorized User Agreements or Purchase Orders.

Discounts shown on the Contractor's Appendix E, *NYS Contract Price List* may be increased by the Contractor at any time during the Contract term or any resulting Authorized User Agreements or Purchase Orders.

3.6.6 GSA Associated Discounts.

Where the NYS Net Price is based upon an approved GSA supply schedule, New York State shall be entitled to all associated Discounts enumerated in the GSA supply schedule (including, but not limited to Discounts for additional sites and volume Discounts), as well as any other pricing or Discount terms as are expressly enumerated in this NYS Contract or GSA supply schedule, when calculating the NYS Net Price.

3.6.7 GSA Industrial Funding Fee.

GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee (IFF)". If the Contractor provides GSA pricing they shall identify the amount of the IFF.

3.6.8 Prompt Payment Discounts.

If Contractor offers a Discount for prompt payment, the Contractor shall include the terms of the Discount on all invoices, the amounts which are due if the Authorized User meets the terms, and

the number of days for which the prompt payment Discount offer applies. If offered, Contractor's prompt payment Discount percentage and time frame is listed on Contractor's Appendix D, *Contractor Information*.

3.7 PRICE LIST UPDATES.

Contractor may update their price list as provided in this Section. All price list modifications proposed by Contractor shall be processed in accordance with Appendix C, *Contract Modification Procedures*.

Contractor may submit a request for Product addition, change, and/or deletion at any time following the commencement date of the Contract, and on an as-needed basis during the term of the Contract. The Discount offered on any new Products added to the Contractor's price list shall be no lower than the minimum established product category Discount. Contractors shall submit all requests to the OGS Procurement Services Contract administrator in the form and format contained in Appendix C, *Contract Modification Procedures* for the review and written approval of OGS. The State reserves the right to request copies of existing contracts or price lists to ensure that the prices offered to the State are reasonable and commensurate with similar purchasers.

Commencing with the first anniversary date of the date that the Contractor's Bid was opened by OGS, and annually thereafter, the Contractor may update the price list to reflect Contractor price increases, once every 365 days per Product. Price increase updates are subject to all Contract update provisions included within Appendix C, *Contract Modification Procedures*.

Requests for price increases shall be submitted 30 days prior to the anniversary date of the date that the Contractor's Bid was opened by OGS and annually thereafter. Requests from Contractor(s) for price increases at any other time will not be granted. The Contractor shall provide OGS with one electronic copy of the updated pricing. No price list updates will be granted to any Contractor who has outstanding Sales Reports, Proof of Insurance or any other documentation that is required under the resulting contract.

Contractors shall be permitted to reduce their pricing any time during the Contract Term.

All approved price list updates shall apply prospectively upon approval by OGS. Total price increases for price list updates in a single year of the Contract shall not exceed the maximum price increase cap as set forth in Section3.7.3, below. All percentage Discounts shall either remain firm (unchanged) or they may increase for the duration of the Contract.

3.7.1 Price List Format.

Contractor is required to submit Contract price list updates utilizing Appendix E.1, *Contract Pricing Modifications* electronically or via e-mail (and in hard copy if requested by OGS) to the OGS Procurement Services Contract Administrator. The list must be dated. The price list should include and identify (e.g., by use of designated fields on the Appendix E.1 form) :

- Price increases;
- Price decreases;

- Products being added; and
- Products being deleted.

3.7.2 Contractor's Submission of Contract Updates.

In connection with any Contract price list update, OGS reserves the right to:

- Request additional information;
- Reject Contract updates;
- Remove Products from Contracts;
- Remove Products from Contract updates; and
- Request additional Discounts for new or existing Products.

3.7.3 Maximum Price Increase.

In a single year of the Contract, the maximum price increase for each individual item on contract shall not exceed the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items (Series Id: CUUR0000SA0, CUUS0000SA0); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

CPI for current period	230.000
Less CPI for previous period	225.000
Equals index point change	5.000
Divided by previous period CPI	225.000
Equals	0.022
Result multiplied by 100	0.022 x 100
Equals percent change	2.2

The "CPI for current period" shall be the index in effect at the time the Contract price list update request is received; "CPI for previous period" shall be the index in effect when the Contract price list was last updated. Increases are not cumulative. Price increases are limited to the prior year prices only.

3.7.4 Cover Letters

All Contract price list updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA Schedule or NASPO Value Point Contract pricing update, to add/delete Products, etc., subject to any applicable caps).

3.8 BEST PRICING OFFER.

During the Contract Term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local Government entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

3.9 PERFORMANCE AND BID BONDS.

There are no bonds for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract is required at any time during the term of the resulting Contract.

3.10 ORDERING.

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering or e-mail at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order or Authorized User Agreement number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

3.11 PURCHASING CARD ORDERS.

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

3.12 MINIMUM ORDER.

There is no minimum order for this Contract.

3.13 INVOICING AND PAYMENT.

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor must provide the Authorized User with one invoice for each Purchase Order or Authorized User Agreement at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the

Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name;
- Name of Authorized User indicated on the Purchase Order or Authorized User Agreement;
- Product Descriptions;
- Quantity; and
- Invoice Amount.

If Contractor fails to include the above information, then an Authorized User must reject the invoice, and notify the Contractor within one (1) Business Day to resubmit a proper invoice with the necessary information. Contractor must not receive payment until a proper invoice is submitted and processed by an Authorized User.

At a minimum, the following fields should be included on each invoice:

- Contractor Billing Address;
- Contractor Federal ID Number;
- NYS Vendor ID Number;
- Account Number;
- NYS Contract Number;
- NYS Agency Unit ID (if applicable);
- Authorized User's Purchase Order Number or Authorized User Agreement number;
- Order Date;
- Invoice Date;
- Invoice Number;
- Unit Price;
- Unit of Measure; and
- Dates of Service (if applicable).

If Contractor fails to include the above information, then an Authorized User may work with Contractor to obtain the above information or return the invoice to the Contractor for correction. When an Authorized User returns an invoice for a Contractor to correct these items, the Authorized User should notify the Contractor within one (1) Business Day to resubmit a proper invoice with the necessary information, must reject the invoice and notify the Contractor within one (1) Business Day to resubmit a proper invoice with the necessary information. Contractor may not receive payment until an invoice with the above requested information is submitted and processed by an Authorized User.

Contractors should note that the Authorized Users that use the Statewide Financial System (SFS) will require a unique invoice number. The Statewide Financial System (SFS) requires Authorized Users to enter a unique invoice number on each Contractor's payment voucher. The SFS has automated validations that prohibit Authorized Users from processing and paying duplicate invoices. Contractor may not receive payment until an invoice with a unique invoice number is submitted and processed by an Authorized User.

The Contractor's billing System shall be flexible enough to meet the needs of varying ordering Systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: https://bsc.ogs.ny.gov/content/vendor-information.

3.14 PRODUCT DELIVERY.

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery* and *Shipping/Receipt of Product.*

3.15 RESERVED RIGHTS.

3.15.1 NYS Reserved Rights.

New York State reserves the right, in its sole discretion, to:

A. Reject any or all Bids received in response to the Solicitation;
B. Withdraw the Solicitation at any time at the sole discretion of the State;
C. Make an award under the Solicitation in whole or in part;
D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
E. Seek clarifications and revisions of the Bid;
F. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
G. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
H. Change any of the schedule dates with notification through the NYS Contract Reporter;
I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
J. Waive any requirements that are not material;
K. Utilize any and all ideas submitted in the Bids received;
L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
N. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
P. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;

R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
S. Reject an obviously unbalanced Bid as determined by the State; and
T. Conduct Contract negotiations with -the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
U. Make no award for any Product, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining Products.
V. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing.
W. Reject an E-Poll Book System(s) that has not been approved by the SBOE.
X. Add templates for use by the Authorized User, such as an RFQ template or a How-to-Use document.

3.15.2 Authorized User Reserved Rights.

The Authorized User shall have the rights listed in Section 3.15.1 when requesting a quote.

3.16 CONTRACT ADMINISTRATION / DESIGNATED PERSONNEL / CONTACT INFORMATION.

Contractor will provide Designated Personnel for the duration of the Contract at no charge to the State. This information will be listed in Appendix D, *Contractor Information*.

During the Contract Term and until the end of any related Authorized User Agreements or Purchase Orders, Contractor must notify OGS within five (5) Business Days if its Designated Personnel change, and provide interim contact personnel until the position is filled. Contractor may submit a Designated Personnel change electronically via email per the instructions contained in Appendix C, *Contract Modification Procedures*. The Designated Personnel must have the authority to act on behalf of the Contractor.

3.16.1 Contract Administrator.

The Contract Administrator shall be responsible for the updating and management of the resulting Contract on a timely basis. The Contract Administrator shall serve as the Single Point of Contact (SPOC) for the Authorized User for all issues regarding Products. The Contract Administrator must also serve as the SPOC for any additional Products that may be added to the Contract.

3.16.2 Account Manager.

The Account Manager shall be responsible for the overall relationship with the State during the Contract Term and shall act as the central point of contact.

3.16.3 Sales Manager.

The Sales Manager shall be responsible for the overall relationship with the Authorized Users for matters relating to RFQs or Purchase Orders, or both.

3.16.4 Billing Contact.

The Billing Contact shall be responsible for serving as the single point of contact between the Contractor and the Authorized User for matters related to invoicing, billing and payment.

3.16.5 Emergency Contact.

The Emergency Contact shall be responsible for being available 24 hours a day, 365 days per year for emergencies occurring after business hours or on weekend/holidays.

3.16.6 Toll Free Number.

Contractor shall provide and maintain a toll-free telephone number for use by Authorized Users. Contractor shall staff this toll-free number at a minimum from 9:00 AM to 5:00 PM Monday through Friday Eastern Time, excluding New York State or federal holidays. This number shall be provided at no cost to the State.

3.17 NYS FINANCIAL SYSTEM (SFS).

New York State is currently operating on an Enterprise Resource Planning (ERP) System, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: https://ogs.ny.gov/procurement/emarketplace

There are no fees required for a Contractor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: http://www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

3.18 ACCESSIBILITY OF WEB-BASED INFORMATION AND APPLICATIONS POLICY.

Contractor is solely responsible for administration, content, intellectual property rights and all materials at Contractor's website. Contractor is solely responsible for its actions and those of its agents, employees, resellers, Subcontractors or assigns, and agrees that neither Contractor nor any of the foregoing has any authority to act or speak on behalf of the State. As applicable, Contractor agrees to comply with the Office of Information Technology Services policy NYS-P08-005 Accessibility of Web-Based Information and Applications, as may be amended, the stated purpose of which is to make State Agency web-based intranet and internet information accessible for persons with disabilities. The following language is incorporated into this Contract:

> Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the State and any report on the results of such testing must be satisfactory to the State.

3.19 AMERICANS WITH DISABILITIES ACT (ADA).

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractor is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not Mandatory for Contractor to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

3.20 INSURANCE.

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Appendix F, *Contractor's Insurance Requirements*.

3.21 REPORT OF CONTRACT USAGE.

Contractor shall submit Appendix H, *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, *no later than 10 days after the close of each calendar quarter.* If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the *quarterly* report.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBEs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Appendix H, *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

3.22 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NYS CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN.

I. NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. GENERAL PROVISIONS

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan
To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")
1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a

quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. CONTRACT GOALS

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts
Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. FRAUD

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/MWBE

3.23 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES.

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/Veterans/

3.24 USE OF RECYCLED OR REMANUFACTURED MATERIALS.

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. If allowed, refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Contract. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, *Remanufactured, Recycled, Recyclable or Recovered Materials.*

3.25 BULK DELIVERY AND ALTERNATE PACKAGING.

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

3.26 SURPLUS/TAKE-BACK/RECYCLING.

I. A State Agency is reminded of its obligation to comply with the NY State Finance Law § 167, Transfer and Disposal of Personal Property, and § 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of Equipment that is still in operable condition.

II. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic Equipment recycling.

III. The NYS Department of Environmental Conservation ("DEC") Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic Equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html

IV. If a Contractor offers a take-back/recycling program or offers an electronic Equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic Equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology ("NIST") Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

3.27 ENVIRONMENTAL ATTRIBUTE AND NYS EXECUTIVE ORDER NUMBER 4.

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at https://ogs.ny.gov/greenny/. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

3.28 CONSUMER PRODUCTS CONTAINING MERCURY.

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

3.29 DIESEL EMISSION REDUCTION ACT.

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

3.30 NYS VENDOR RESPONSIBILITY.

The Contractor shall at all times during the Contract Term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

3.31 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS.

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders or Authorized User Agreements issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New

York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible Non-State Agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (https://online.ogs.ny.gov/purchase/snt/othersuse.asp). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

3.32 EXTENSION OF USE.

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional Discounts based on any increased volume generated by such extensions.

3.33 NEW ACCOUNTS.

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

3.34 CENTRALIZED CONTRACT MODIFICATIONS.

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. "E-Poll Book Systems Updates," as defined in Appendix C, *Contract Modification Procedures*, are changes related to a SBOE approved E-Poll Book System. All such changes are subject to the prior approval of SBOE, proof of which must be provided by the Contractor along with the Appendix C, Contract Modification Form. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor shall be processed in accordance with Appendix C, *Contract Modification Procedures*. The Contractor shall submit all requests in the form and format contained in Appendix C, *Contract Modification Procedures*. The form contained within Appendix C is subject to change at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

3.35 DRUG AND ALCOHOL USE PROHIBITED.

For reasons of safety and public policy, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

3.36 TRAFFIC INFRACTIONS.

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

3.37 INSTRUCTION MANUALS.

If requested by the Authorized User, at the time of delivery, Contractor shall provide a complete instruction manual for the Product and for each component supplied, as applicable, to the Authorized User.

3.38 EMBEDDED SOFTWARE/FIRMWARE; UPDATES.

Contractor shall provide at no charge all updates to any embedded Software or firmware in the Product offered to customers generally.

3.39 TRAVEL.

When provided for in the Authorized User Agreement or Purchase Order, the Authorized Users may reimburse travel expenses. Travel costs are limited to NYS rates approved by the NYS Office of the State Comptroller (OSC). All rules and regulations associated with this travel can be found at http://osc.state.ny.us/agencies/travel/travel.htm. In no case will any travel reimbursement be paid for charges that exceeds the per diem rates provided at the above link. All travel will be paid only as specified within the Authorized User Agreement or Purchase Order and must be billed with the associated services on the same invoice with receipts attached.

The Contractor shall request prior approval from the Authorized User for any travel that occurs during the term of an Authorized User Agreement or Purchase Order. Parking fees and/or parking tickets shall not be paid by an Authorized User.

Unless otherwise specified in writing by the Authorized User, a vehicle will not be provided by Authorized User to the Contractor for travel. Therefore, the Contractor will be responsible for ensuring that the Contractor has access to an appropriate vehicle (e.g., personal vehicle or rental vehicle) or common carrier with which to carry out any necessary travel.

For the Contractor to obtain reimbursement for the use of a rental vehicle, such use must be justified as the most cost-effective mode of transportation under the circumstances (including consideration of the most effective use of time).

The Contractor is responsible for keeping adequate records to substantiate any claims for travel reimbursement.

All services provided under the resultant Authorized User Agreement or Purchase Order must be performed within CONUS.

3.40 POOR PERFORMANCE.

An Authorized User should notify OGS Procurement Services Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services
New York State Procurement Services
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242
Customer Services Coordination E-mail: customer.services@ogs.ny.gov
Telephone: (518) 474-6717

SECTION 4 E-POLL BOOK SYSTEM SPECIFIC TERMS AND CONDITIONS.

4.1 E-POLL BOOK SYSTEM.

Any E-Poll Book System is subject to SBOE and/or CBOE acceptance. Acceptance shall be in accordance with SBOE or CBOE policy. The SBOE or CBOE may publish such acceptance policy which may include the E-Poll Book System being subject to audit by the SBOE or CBOE. If no acceptance policy has been outlined by the SBOE or CBOE, acceptance shall be in accordance with Appendix B, Section 61, *Product Acceptance*.

For the duration of an Authorized User Agreement or Purchase Order, the E-Poll Book System shall meet and maintain compliance with all functional, security and challenge report requirements as approved by the SBOE and conform to the E-Poll Book System manufacturer's

specifications, Documentation, performance standards (including applicable license duration, warranties, guarantees, Service Level Agreements, service commitments, and credits).

OGS reserves the right to suspend sales of any E-Poll Book System following a change in approval status of the E-Poll Book System by SBOE. Further, OGS reserves the right to remove any E-Poll Book System from a Contractor's NYS Contract Price List following SBOE's removal of a Contractor's E-Poll Book System from the list of approved systems.

The SBOE or CBOE reserve the right to audit any E-Poll Book System sold under the Contract at any time to ensure compliance with all functional, security and challenge report requirements as approved by the SBOE.

In accordance with Election Law Section 1-104, subsection 38, the SBOE shall approve and certify that the network or system to which the E-Poll Book System is connected is compliant with the minimum security standards. Authorized Users should be familiar with such minimum security standards as set forth in Attachment 1, *Board of Elections Application for Approval*. Authorized Users shall not implement any E-Poll Book System until approval of compliance has been obtained from the SBOE.

Authorized User will notify Contractor of its approved connectivity strategy prior to implementation and work with Contractor to ensure that minimum security standards are met.

4.2 PROTECTION OF DATA, INFRASTRUCTURE AND SOFTWARE.

Contractor is responsible for providing physical and logical security for all User Data, Infrastructure (e.g. Hardware, Network, physical Devices), and Software related to the services the Contractor is providing under the Authorized User Agreement or Purchase Order.

All User Data security provisions agreed to by the Authorized User and Contractor within an Authorized User Agreement or Purchase Order may not be diminished for the duration of the Authorized User Agreement or Purchase Order without prior written agreement by the parties amending the Authorized User Agreement or Purchase Order.

4.3 SECURITY POLICIES AND NOTIFICATIONS.

4.3.1 Security Policies and Procedures.

New York State considers the protection of sensitive and confidential information and business systems to be of the utmost importance. The information collected and maintained by SBOE and CBOEs is protected by a myriad of Federal, State and local laws and regulations. Access to and use of sensitive and confidential information is limited to authorized government employees and legally designated agents, for authorized purposes only.

The Contractor and its personnel shall review and be familiar with all Authorized User's security requirements (e.g. laws, policies, procedures and directives) currently existing or implemented during the term of the Contract. If required within the Authorized User Agreement or Purchase

Order, Contractor will provide verification of compliance with Authorized User security requirements.

4.3.2 Security Incidents.

Upon identification and classification of a Security Incident affecting SBOE and/or CBOE User Data in the Contractor's possession, the Contractor shall immediately notify the SBOE and any potentially affected CBOE. The CBOE and/or SBOE will handle the incident in accordance with established SBOE Cybersecurity Incident Notification Reporting procedures.

4.4 DATA BREACH.

4.4.1 Required Contractor Actions.

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

i. notify the SBOE and any potentially affected CBOE(s), or their designated contact person for SBOE and any potentially affected CBOE, by telephone as soon as possible, but in no event more than 24 hours from the time the Contractor confirms Data Breach;

ii. consult with and receive authorization from the SBOE and, where applicable, CBOE as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by the SBOE, CBOE or statute;

iii. coordinate all communication regarding the Data Breach with the SBOE and, where applicable, CBOE (including possible communications with third parties);

iv. cooperate with the SBOE and where applicable, CBOE and any Contractor working on behalf of the SBOE and/or CBOE in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches;

v. take such corrective actions that the Contractor deems necessary to contain the Data Breach. Contractor shall provide Written notice to the SBOE and, where applicable, CBOE as to all such corrective actions taken by the Contractor to remedy the Data Breach. If Contractor is unable to complete the corrective action within the required timeframe, the remedies provided in Appendix B, Section 52, *Remedies for Breach* shall apply and (i) the SBOE and/or CBOE may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the SBOE and/or CBOE, or until the SBOE or CBOE has completed a new procurement for a replacement service System; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period; and

vi. provide Written documentation to the SBOE and, where applicable, CBOE, as to all such corrective actions taken by the Contractor to remedy the cause of the Data Breach and mitigate against a repeat of the Data Breach.

Nothing herein shall in any way (a) impair the authority of the OAG to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

4.5 DATA OWNERSHIP, ACCESS AND LOCATION.

4.5.1 Data Ownership.

The Authorized User shall own all right, title and interest in User Data.

4.5.2 Authorized User Access to Data.

The Authorized User shall have access to its User Data at all times, through the term of the Authorized User Agreement or Purchase Order, plus the applicable period as specified in Section 4.8, *Expiration, Termination or Suspension of Services*.

The Authorized User shall have the ability to import or export User Data in piecemeal or in its entirety at the Authorized User's discretion at no charge to the Authorized User. This includes the ability for the Authorized User to import or export User Data to/from other Contractors. This can, if specified within the Authorized User Agreement or Purchase Order, be carried out by providing application programmable interface or other such efficient electronic tools.

4.5.3 Contractor Access to Data.

The Contractor shall not copy or transfer User Data unless authorized by the Authorized User. In such an event the User Data shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any User Data for any purpose other than fulfilling the service. Contractor is prohibited from data mining, cross tabulating, monitoring Authorized User's User Data usage and/or access, or performing any other analytics other than those required within the Authorized User Agreement or Purchase Order. At no time shall any User Data or processes (e.g. workflow, applications, etc.), which either are owned or used by the Authorized User be copied, disclosed, or retained by the Contractor or any party related to the Contractor. Contractors are allowed to perform industry standard back-ups of User Data. Documentation of back-up must be provided to the Authorized User upon request. Contractor must comply with any and all security requirements within the Authorized User Agreement or Purchase Order.

4.5.4 Source Code Escrow for Licensed Product.

At the request of the Authorized User, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the Authorized User, and

who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the Authorized User; or (iii) will certify to the Authorized User that the Product manufacturer/developer has named the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the Authorized User and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the Authorized User in writing. Contractor shall identify the escrow agent upon commencement of the Contract Term and shall certify annually that the escrow remains in effect in compliance with the terms of this clause.

The Authorized User may release the Source Code to Licensees under this Contract or any Authorized User Agreement or Purchase Order who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

4.6 TRANSFERRING OF DATA.

4.6.1 General.

Except as required for reliability, performance, security, or availability of the services, the Contractor will not transfer User Data, unless directed to do so in Writing by the Authorized User. All data shall remain in CONUS.

At the request of the Authorized User, the Contractor will provide the services required to transfer User Data from existing databases to physical storage Devices, to facilitate movement of large volumes of User Data.

4.6.2 Transfer of Data at End of Contract and/or Authorized User Agreement/Purchase Order Term.

At the end of the Contract and/or Authorized User Agreement/Purchase Order term, Contractor may be required to facilitate the transfer of User Data to a new Contractor. This transfer must be carried out as specified by the Authorized User in the Authorized User Agreement or Purchase Order.

4.6.3 Transfer of Data; Charges.

Contractor must include pricing for the transfer of User Data in the Authorized User Agreement or Purchase Order.

4.6.4 Transfer of Data; Contract Breach or Termination.

Notwithstanding Section 4.6.3, in the case of Contract breach or termination for cause of the Contract, all expenses for the transfer of User Data shall be the responsibility of the Contractor.

4.6.5 Transfer Format.

Transfer may include, but are not limited to, conversion of all User Data into or from an industry standard format or providing application programmable interface.

4.7 REQUESTS FOR DATA BY THIRD PARTIES.

Unless prohibited by law, Contractor shall notify the Authorized User in Writing within 24 hours of any request for User Data (including requestor, nature of User Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for User Data.

Unless compelled by law, the Contractor shall not release User Data without the Authorized User's prior Written approval.

4.8 EXPIRATION, TERMINATION OR SUSPENSION OF SERVICES.

4.8.1 Return of Data.

The Contractor shall return User Data in a format agreed upon within the Authorized User Agreement or Purchase Order or as agreed to with the Authorized User. The Contractor must certify all User Data has been removed from its System and removed from backups within timeframes established in the Authorized User Agreement or Purchase Order or as agreed to with the Authorized User.

4.8.2 Suspension of Services.

During any period of suspension of service, the Authorized User shall have full access to all User Data at no charge. This can, if specified within the Authorized User Agreement or Purchase Order, be carried out by providing an application programmable interface or other such efficient electronic tools. The Contractor shall not take any action to erase and/or withhold any User Data, except as directed by the Authorized User.

4.8.3 Expiration or Termination of Services.

Upon expiration or termination of an Authorized User Agreement or Purchase Order, the Authorized User shall have full access to all User Data for a period of 60 calendar days. Unless noted in the original Authorized User Agreement or Purchase Order, this period will be covered at no charge. This can, if specified within the Authorized User Agreement or Purchase Order, be carried out by providing application programmable interface or other such efficient electronic tools. During this period, the Contractor shall not take any action to erase and/or withhold any User Data, except as directed by the Authorized User.

4.9 ACCESS TO SECURITY LOGS AND REPORTS.

Upon request, the Contractor shall provide access to security logs and reports to the State or Authorized User in a format as specified in the Authorized User Agreement or Purchase Order.

4.10 APPLICATION PROGRAM INTERFACE (API) OR SELF-SERVICE ELECTRONIC PORTAL.

Except as otherwise provided for in this Section 4, Contractor may offer an API or self-service electronic portal for such purposes as allowing the Authorized User to access security logs, reports, and audit information, to import or export User Data, and for such other purposes as agreed to in the Authorized User Agreement or Purchase Order.

4.11 MODIFICATION TO APPROVED E-POLL BOOK SYSTEM.

Changes of any size or scope to an approved E-Poll Book System require SBOE approval prior to implementation. Proposed changes must first be provided to SBOE in the manner prescribed by the SBOE.

SECTION 5 GENERAL PROVISIONS.

5.1 NOTICES.

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to the State, addressed to the State at its address set forth below, and (ii) if to Contractor, addressed to Contract Administrator at the address set forth below.

The parties may, from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract. Contact information for the designated individuals will be set forth on the Contract Award Notification (CAN) and on the Contractor Information page for this Contract, which will be posted on the OGS website.

All notices sent shall be effective upon actual receipt by the receiving party. The Contractor will be required to forward a copy of the official notice to any Authorized User that is associated with the subject of the notice.

Written notice of any alleged breach by one party to the other shall provide specific facts, circumstances and grounds upon which the breach is being declared.

5.2 CAPTIONS.

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

5.3 SEVERABILITY.

If any provision of this Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Contract, which shall be enforced and interpreted as if such provision was never included in the Contract.

5.4 COUNTERPARTS.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract. Any signature page of any such counterpart may be attached or appended to any counterpart to complete a fully executed counterpart of this Contract and shall bind such party.

5.5 ENTIRE AGREEMENT.

This Contract and the referenced Appendices and Attachments constitute the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by the State and the Contractor, with all necessary approvals. Authorized Users shall not have the authority to modify the terms of the Contract, except as to better terms and pricing for a particular procurement than those set forth herein. In accordance with the terms set forth in Appendix B, Section 26, *Modification of Contract Terms*, and Section 30, *Purchase Orders*, no alteration or modification shall be made by including terms or conditions on a Purchase Order, order form or other document which seek to vary the terms of this Contract or impose new duties or obligations on the Contractor or Authorized User, and no such terms shall have any force and effect.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties as set forth in Appendix B, Section 22, *Contract Creation/Execution*. The State further warrants that, where Contractor is asked to execute multiple original copies of this signature page along with a complete original copy of the Contract, the approved signature page(s) will be affixed by the State, upon receipt of all necessary approvals, to additional copies of this Contract which conform exactly to the complete original copy as submitted by Contractor and executed simultaneously therewith.

CONTRACTOR		THE PEOPLE OF THE STATE OF NEW YORK	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Company Name:	_____		
		Date:	_____
Date:	_____		

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), Appendix B (General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }
: SS.:
COUNTY OF }

On the _____ day of _____ in the year 20_____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that __ maintains an office at _____ _____,and further that:

[Check One]

☐ **If an individual):** __ executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **If a corporation):** __ is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, __ is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, __ executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **If a partnership):** __ is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ **If a limited liability company):** __ is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public
Registration No.

Exhibit B-

Estimates/Quotes

KNOWINK, LLC.
460 N Lindbergh Blvd
Saint Louis, MO 63141
+1 8557655723
http://knowink.com

Estimate

KNOWiNK

ADDRESS
Sarah Bormann
Oneida County NY Elections
321 Main St, 3rd Floor
Utica, NY 13501

SHIP TO
Sarah Bormann
Oneida County NY Elections
321 Main St, 3rd Floor
Utica, NY 13501

ESTIMATE #	DATE
8007	12/20/2023

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	Poll Pad Package MV Flip Cellular	Includes: iPad Cellular 64GB mCPrint-3 Receipt Printer Flip Stand Stylus Transport Case First Year License MDM Enrollment	100	1,640.00	164,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	100	15.00	1,500.00
			TOTAL		**USD 165,500.00**

Accepted By

Accepted Date

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

KNOWINK, LLC.
460 N Lindbergh Blvd
Saint Louis, MO 63141
+1 8557655723
http://knowink.com

Estimate

KNOWiNK

ADDRESS
Sarah Bormann
Oneida County NY Elections
321 Main St, 3rd Floor
Utica, NY 13501

SHIP TO
Sarah Bormann
Oneida County NY Elections
321 Main St, 3rd Floor
Utica, NY 13501

ESTIMATE #	DATE
8010	12/20/2023

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
		2025 Annual Maintenance			
	Poll Pad Annual Maintenance Fee	Includes software updates and support	300	100.00	30,000.00
	Poll Pad Annual Maintenance Fee	Includes software updates and support	8	125.00	1,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	303	15.00	4,545.00
	Poll Print Annual License	Includes software updates and support	155	199.00	30,845.00
	Poll Print Annual License	Includes software updates and support	6	199.00	1,194.00
				Subtotal:	67,584.00
		2026 Annual Maintenance			
	Poll Pad Annual Maintenance Fee	Includes software updates and support	300	100.00	30,000.00
	Poll Pad Annual Maintenance Fee	Includes software updates and support	8	125.00	1,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	303	15.00	4,545.00
	Poll Print Annual License	Includes software updates and support	155	199.00	30,845.00
	Poll Print Annual License	Includes software updates and support	6	199.00	1,194.00

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT

Subtotal: 67,584.00

TOTAL **USD 135,168.00**

Accepted By

Accepted Date

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Derrick O'Meara
Chief Deputy Mark Kinderman

Sheriff Robert M. Maciol

December 14, 2023

FN 20 24-017

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP). The County has a contract with Justice Benefits, Inc. to prepare the application for inmates meeting certain criteria that must be retrieved from our inmate database and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose.

The grant award remaining is $15,230. The grant funds will be used for four AED devices for the jail at a cost of $6960. The remaining amount of the grant ($8,270) will be expensed and a supplemental appropriation will be submitted at a later date. There will be no cost to the County.

I respectfully request that this matter be acted on at the Board of Legislator's January 2024 board meeting.

The 2024 Supplemental Appropriation request is as follows:

Increase:	3110 3152.290-100	Other Medical Equipment	$ 6,960

This supplemental appropriation will be fully supported by revenue currently held in:

Increase:	3110 3110.4389-140	Federal Aid-Alien Assistance	$ 6,960

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

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

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

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

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Derrick O'Meara
Chief Deputy Mark Kinderman

Sheriff Robert M. Maciol

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director
Mark Kinderman, Chief Deputy
Sheryl Brown, Deputy Comptroller

RECEIVED
DEC 15 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-15-23

RECEIVED
DEC 15 2023
Oneida County Executive's Office

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

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ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner

December 27, 2023

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

FN 20 24-018

HEALTH & HUMAN SERVICES

Dear Mr. Picente,

WAYS & MEANS

On behalf of the Oneida County Department of Mental Health (OCDMH), I am forwarding the attached **Oneida County Opioid Response Funds RFP** awards for your review and approval. The **Oneida County Opioid Response RFP** was initiated to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. OCDMH's goal for this RFP was to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research.

The funds for the **Oneida County Opioid Response Funds RFP** were distributed by the NYS Office of Addiction Services and Supports (OASAS) directly to OCDMH pursuant to the terms of the New York Opioid Settlement Sharing Agreement and the authorizing statutes Mental Hygiene Law §25.18 and State Finance Law §99-nn which set forth permissible uses for New York Opioid Settlement funds.

OCDMH allocated $1,000,000.00 of the New York Opioid Settlement funds it received in 2023 towards the **Oneida County Opioid Response Funds RFP** and received over $1,399,736.91 in proposals from six different agencies. Five agencies were awarded projects to utilize these funds for their identified projects. A total of **$900,064.11** will be distributed to the RFP awardees, with contract terms to begin in early 2024 for one or two year terms. In addition, $60,000.00 will be distributed to Integrated Community Alternatives Network (ICAN) for their Overcoming Obstacles Event for 9th graders in Oneida County which was held on September 26, 2023 at the Utica University Nexus Center. The total request for approval is **$960,064.11**. For further information, please refer to the attached packet for project narratives and budgets.

RFP Awardees:

- **Center for Family Life and Recovery** – *Peer Alliance Services Expansion*
- **Helio Health, Inc.** – *Oneida Rural Treatment Expansion Project*
- **Integrated Community Alternatives Network** – *School Opioid Response Project*

- **Partnership to End Addiction** – *Incentivize EndODNY in Oneida County*
- **Upstate Caring Partners, Inc.** – *UCP Enhanced Peer Services*

Additional Funds to be Dispersed:

- **Integrated Community Alternatives Network** – *Overcoming Obstacles Event*

If these proposals meet your approval, please forward them to the Board of Legislators for further consideration.

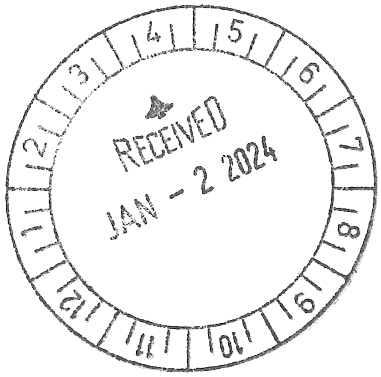
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have about these proposals.

Sincerely,

Ashlee Thompson

Ashlee L. Thompson, MHA, MSEd., Master CASAC
Commissioner of Mental Health
Director of Community Services

AT/sr
Encs.



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

Anthony J. Picente, Jr.
County Executive

Date 12-29-23

Last modified: April 21, 2023

Oneida Co. Department: Mental Health

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Various Providers
Please see attached chart

Title of Activity or Service: Oneida County Opioid Response Funds RFP

Proposed Dates of Operation: Various terms (one or two year terms)
Please see attached chart

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The Oneida County Opioid Response RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. Establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research.

2) **Program/Service Objectives and Outcomes:** Five agencies were awarded projects to utilize these funds for their identified projects. A total of $900,064.11 will be distributed to the RFP awardees, with contract terms to begin in early 2024. In addition, $60,000.00 will be distributed to Integrated Community Alternatives Network (ICAN) for their Overcoming Obstacles Event for 9th graders in Oneida County, which was held on September 26, 2023, at the Utica University Nexus Center.

3) **Program Design and Staffing**

Total Funding Requested: $960,064.11 **Account #**

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal $/ State $/County $): 100% NYS OASAS Opioid Settlement Fund

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments:

Mandated Service: Oneida County Department of Mental Health has received funds from the NYS OASAS Opioid Settlement Fund which must be used in accordance with the New York Opioid Settlement Agreement and Mental Hygiene Law §25.18 and State Finance Law §nn-99.

ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner

RFP# 2023-357 ONEIDA COUNTY OPIOID RESPONSE
PROPOSAL REPORT

AGENCY	TITLE	BRIEF PROPOSAL NARRATIVE	AMOUNT AWARDED	TERM
Center for Family Life and Recovery	*Peer Alliance Services Expansion*	In this Improvement proposal, we delve into the critical role the peer-led alliance plays in the context of mental health and substance use recovery. The escalating opioid crisis poses a significant community challenge with a profound impact on individuals, families, and all communities. In Oneida County, the geographic focus of this proposal, public health studies cite the ongoing issue of overdose and death rates. These rates have remained mostly unchanged for the past three years, clearly indicating a need for more community and system support. This grant seeks to address the priority areas of investments across the service continuum, priority populations, and recovery/prevention. There is enormous potential for new holistic services to successfully support the population throughout the lifespan. These recovery services are not as robust in Oneida County yet, but the public requests them. Grant funding of $99,000 will improve the system of service integration by adding one full time Peer Advocate for Utica/Rome and to grow the Peer Alliance with the goal of assisting ten new Peers to be certified.	$99,000.00	12 months
Helio Health, Inc.	*Oneida Rural Treatment Expansion Project*	While Oneida County has been aggressive in its efforts to combat the ongoing opioid crisis, meeting the needs of the rural communities in the county continue to be a challenge. Leveraging its designation as a Demonstration Certified Community Behavioral Health Clinic (CCBHC), Helio Health is proposing to expand CCBHC services to target rural regions of Oneida County. Specifically, Helio Health will offer full time	$184,116.45	12 months

		SUD and dually diagnosed SUD/MH clinic services in Camden, Medication-Assisted Treatment (MAT) via telehealth and full-time Peer Support Services.		
Integrated Community Alternatives Network (ICAN)	*School Opioid Response Project*	Intervention of youth opioid abuse through school-based trainings and supports for students in grades 6-12 in high-risk schools in Oneida County and school administrators and staff. It includes four core evidence-based components: 1) In-school trainings for up to 4,000 students from the evidence-based Opioid Lifeline This is Not About Drugs Training Program; 2) Screening, Brief Intervention, and Referral to Treatment (SBIRT) training for school staff and community-based service providers; 3) Overdose Lifeline School Naloxone Opioid Overdose Training for up to 400 school staff including nurses at high risk schools; and 4) Individualized training and technical assistance to school administrators to address opioid misuse in their schools.	$300,000.00	12 months
Partnership to End Addiction	*Incentivize EndODNY in Oneida County*	Funding will be used to pay for, manage and promote small incentives for Oneida County residents to sign up for the Partnership's EndODNY automated text program, especially those at risk of overdose, their loved ones, and the people who work to keep them safe. Registrants receive educational texts so they are better equipped to prevent or respond to overdoses and "spike alerts" when overdoses occur in Oneida County. This system which already exists would be expanded to tailor the messages to different individuals.	$16,977.66	12 months
Upstate Caring Partners (UCP)	*UCP Enhanced Peer Services to Increase Engagement in Recovery Support Services*	Our target population includes individuals experiencing homelessness or housing instability, those transitioning from carceral settings, and those moving from crisis stabilization, withdrawal services, or inpatient rehabilitation services. Through developing a walk-in center located at 1427 Genesee St., and co-located with planned Crisis Respite and Residential Services our goals include: (1) promote prevention, stabilization, and recovery services for the targeted population, (2) provide integrated care addressing social determinants of health (SDOH) and (3) enhance accessibility to community-based Behavioral Health (BH) services. The proposed services are: "support or expand peer-recovery centers, which may include support groups, social events,	$299,970.00	24 months

		computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions" and "provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions" within the "support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions" approved use.		
		Total Proposal Funds Requested:	**$900,064.11**	

2023 ONEIDA COUNTY OPIOID RESPONSE RFP
BUDGET INSTRUCTIONS

Instructions:

- **Funds for this project are not to supplant (replace), but rather supplement (add to). Applicants will attest to this in their proposal.**
- Budget format: OCDMH requires a line item budget for all funded projects. Applicants must use this budget template. No other budget templates will be accepted and may result in immediate denial.
- A detailed budget justification must accompany the budget, and should include an explanation for each line item in narrative format. The budget must also detail applicant's plans for SUSTAINABILITY following the proposed budget/contract period.
- The total budget amount should be equal to the grant amount in the proposal. Applicants should adhere to the preferred maximum budget amount of $300,000. If applicant requests funding above the preferred maximum budget amount additional documentation must be submitted that clearly explains why.
- If the 2023 Oneida County Opioid Response Fund is providing only a portion of the funding for the project, the budget shoulddetail other co-funding support. The co-funding source, project period, and amount of other funding should be specified in the proposal, with letters of commitment from other funders attached.
- Organizational Contribution/In Kind support: Contributions of non-personnel goods and services should be quantified. Include the total in-kind support in the budget justification. Include in-kind staff time within the line item budget.
- If organizations have received past funding for this project (through previous grants with or without County involvement) budget may not include start-up expenses.

*Please note that cells may contain formulas to auto-populate, however, it is the responsibility of the applicant to ensure they are correct.

KEY:

- **Proposed budget duration:** Term duration such as 6 months, 1 year, etc. Exact contract dates TBD upon award.
- **Total amount requested $:** Exact dollar amount requested. This figure should be reflected in the RFP.
- **Line item #:** Applicants are required to number each line (ex: 1a, 1b, 1c, 2a, 2b, 3a -or- 1, 2, 3, 4). These line item #'s will be reflected on submitted vouchers/invoices.
- **Line item expense:** Broad name/category of the proposed expense.
- **Agency or provider name:** This column will list who the expenses what agency will be expending this line item (for agencies with other partners).
- **# FTE:** Input the number of FTE who will hold the specified titl at the specified organization.
- **% FTE:** Input the percentage of time the staff member(s) will devote to the funded program (ex: full-time staff would be reflected as 100%).
- **Base annual salary/wage:** Input the exact dollar amount for the specified personnel, assuming full-time employment (note: this value should not include fringe).
- **% of total grant:** This value will be auto-calculated and expresses the percentage of this line item compared to the overall proposal amount requested.
- **Total amount allocated:** This value reflects the total amount allocated for the line item.
- **Details:** This value will be in narrative format explaining the necessity of this line item and any pertinent details, such as if the line item is also funded by another source.
- **Sustainability plan post award:** This value will be in narrative format and explain the sustainability plan for funding/operation post award.
- **Section 1 - Personnel/Labor:** Input the titles of proposed funded positions and the organization at which they are or will be employed.
- **Section 2 - Fringe Benefits:** This section is for fringe benefits for Section 1 staff. Fringe benefits requires justification including rates and detailed breakdown of cost.
- **Section 3 - Other Non-Personnel Expenses:** List expenses related to the overall operation of the proposed program (i.e. office supplies, teleccomunications, equipment, materials, rent/office space, travel, utilities, insurance, trainings, postage etc.). This should not include any administrative expenses. Operating expenses require detailed justifications in the "details" column.
- **Section 4 - Administrative Expenses:** List all expenses and the cost associated with each. Administration & overhead expenses are capped at 10% and require detailed justification on how they are calulcated and the exact title(s) they are supported. Reminder: these funds cannot be used to supplant, but rather supplement costs.

2023 ONEIDA COUNTY OPIOID RESPONSE RFP
PROPOSED BUDGET

				APPLICANT NAME:	**Integrated Community Alternatives Network (ICAN)**				
				PROPOSED BUDGET DURATION:	**12 Months (TBD depending on grant**				
				TOTAL AMOUNT REQUESTED:	**$**		**300,000**		
LINE ITEM #	**LINE ITEM EXPENSE**	**AGENCY OR PROVIDER NAME**	**#FTE**	**% FTE**	**BASE ANNUAL SALARY/ WAGE**	**% OF TOTAL GRANT**	**TOTAL AMOUNT ALLOCATED**	**DETAILS *(MAY INCLUDE STAFF RESPONSIBILITIES OR OTHER JUSTIFICATION)***	**SUSTAINABILITY PLAN POST AWARD**
SECTION 1 - PERSONNEL/LABOR Title & Organization									
1a	Chief Innovation Officer		1	5%	$ 123,600.00	2%	$ 6,180.00	Provide leadership and sustainability planning for initiative	Position will be sustained through other grant and contract funding
1b	Director of Community Initiatives		1	10%	$ 75,705.00	3%	$ 7,570.50	Provide oversight and management of initaitive and support with school and community-based partnerships	Position will be sustained through other grant and contract funding
1c	Project Manager		1	50%	$ 64,890.00	11%	$ 32,445.00	Lead day to day implementation of project; become EBP certified and conduct traininas as needed	Will fundraise for position to continue
1d	Opioid Prevention Full Time Trainers		2	100%	$ 56,000.00	37%	$ 112,000.00	Become EBP certified and conduct trainings	Will fundraise for positions to continue
1e	Director of Quality Improvement		1	10%	$ 77,250.00	3%	$ 7,725.00	Monitor quality assurance and EBP fidelity	Position will be sustained through other grant and contract funding
1f	Data & Reporting Analyst		1	8%	$ 49,440.00	1%	$ 3,955.20	Support data collection and management	Position will be sustained through other grant and contract funding
1g	Opioid Prevention Per Diem Trainers		2	N/A	$ 20,000.00	13%	$ 40,000.00	Provide traininga and technical assistance as needed	Will fundraise for positions to continue
SECTION 2 - FRINGE BENEFITS									
2a	FICA			7.65%	$ 169,875.70	4%	$ 12,995.49	FICA at 7.65% of full-time salaries	Will fundraise for benefits to continue
2b	Retirement			4%	$ 169,875.70	2%	$ 6,795.03	Retirement at 4% of full-time salaries	Will fundraise for benefits to continue
2c	Dental Insurance			3%	$ 169,875.70	2%	$ 5,096.27	Dental Insurance at 3% of full-time salaries	Will fundraise for benefits to continue
2d	Worker's Compensation			2.50%	$ 169,875.70	1%	$ 4,246.89	Worker's Compensation at 2.5% of full-time salaries	Will fundraise for benefits to continue
2e	Unemployment Insurance			2.50%	$ 169,875.70	1%	$ 4,246.89	Unemployment Insurance at 2.5% of full-time salaries	Will fundraise for benefits to continue
2f	Health and Life Insurance			18.35%	$ 169,875.70	10%	$ 31,172.19	Health and Life Insurance at 18.35% of full-time salaries	Will fundraise for benefits to continue
SECTION 3 - OTHER NON-PERSONNEL EXPENSES									
3a	New staff laptop setup		2		$ 2,800.00	2%	$ 5,600.00	dedicated to this project (Opioid Prevention Trainers)	One-time start up cost
3b	Drugs Train the Trainer		3		N/A	1%	$ 1,900.00	per person for 3 staff including Opioid Prevention Trainers (2) and	One-time start up cost
3c	Train the Trainer		3		N/A	0%	$ 1,084.00	and Project Manager plus $400 one-time Program License Fee	One-time start up cost
SECTION 4 - ADMINISTRATIVE EXPENSES									
4a	Indirect Costs at 10%			10%	$ 169,875.70	6%	$ 16,987.57	Allowable 10% indirect cost rate	Will fundraise for indirect costs to continue
				TOTAL PROPOSED BUDGET		**$**	**300,000**		

2023 ONEIDA COUNTY OPIOID RESPONSE RFP
PROPOSED BUDGET

					APPLICANT NAME:	**PARTNERSHIP TO END ADDICTION**				
					PROPOSED BUDGET DURATION:	**12 months**				
					TOTAL AMOUNT REQUESTED:	**$**		**16,977.66**		
LINE ITEM #	**LINE ITEM EXPENSE**	**AGENCY OR PROVIDER NAME**	**#FTE**	**% FTE**	**BASE ANNUAL SALARY/ WAGE**	**% OF TOTAL GRANT**	**TOTAL AMOUNT ALLOCATED**	**DETAILS *(MAY INCLUDE STAFF RESPONSIBILITIES OR OTHER JUSTIFICATION)***	**SUSTAINABILITY PLAN POST AWARD**	
SECTION 1 - PERSONNEL/LABOR										
Title & Organization										
1	DEVAN DIAZ	PARTNERSHIP STAFF	0.5256	4.38%	$ 50,000.00	13%	$ 2,190.00	Community Outreach Specialist, will engage partners and provider overall project management	Seek state & federal funding	
2	ELIZABETH LIGUORI	PARTNERSHIP STAFF	0.0696	0.58%	$ 80,999.88	3%	$ 469.80	Director, Family Services Operations and Grants will oversee Devan's work	Seek state & federal funding	
3	LUIS TORRES	PARTNERSHIP STAFF	0.0444	0.37%	$ 124,800.00	3%	$ 461.76	Vice President of Product Management will maintain the EndODNY product	Core Partnership funding	
4	DOUG LEU	PARTNERSHIP STAFF	0.0336	0.28%	$ 205,000.00	3%	$ 574.00	Chief Technical Officer, will manage the Connect Platform, which powers the EndODNY product	Core Partnership funding	
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
SECTION 2 - FRINGE BENEFITS										
5	FRINGE BENEFITS	PARTNERSHIP @ 34%				7%	$ 1,256.49	Costs for employee benefits, including health insurance & investment		
						0%	$ -			
						0%				
SECTION 3 - OTHER NON-PERSONNEL EXPENSES										
	SUBJECT INCENTIVES					29%	$ 5,000.00	Incentives for individuals to register for EndODNY	Seek state & federal funding	
	RYBBON					3%	$ 500.00	Service to deliver incentives	Seek state & federal funding	
	POSTERS					10%	$ 1,696.00	Printing to promote incentive	Seek state & federal funding	
	SHIPPING					3%	$ 500.00	Deliver of poster to sites	Seek state & federal funding	
	DESIGN					9%	$ 1,500.00	Design of poster	Seek state & federal funding	
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
SECTION 4 - ADMINISTRATIVE EXPENSES										
	INDIRECT EXPENSE	@20%				17%	$ 2,829.61	Partnership's administrative staff, rent and other nonprogrammatic costs		
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
						0%	$ -			
					TOTAL PROPOSED BUDGET		**$ 16,977.66**			

2023 ONEIDA COUNTY OPIOID RESPONSE RFP
PROPOSED BUDGET

					APPLICANT NAME:	Helio Health				
					PROPOSED BUDGET DURATION:	1 year				
					TOTAL AMOUNT REQUESTED:	$		190,823.45		
LINE ITEM #	LINE ITEM EXPENSE	AGENCY OR PROVIDER NAME	#FTE	% FTE	BASE ANNUAL SALARY/ WAGE	% OF TOTAL GRANT		TOTAL AMOUNT ALLOCATED	DETAILS *(MAY INCLUDE STAFF RESPONSIBILITIES OR OTHER JUSTIFICATION)*	SUSTAINABILITY PLAN POST AWARD
SECTION 1 - PERSONNEL/LABOR Title & Organization										
1a	Salary	Helio Health	1	60%	$ 72,000.00	23%	$	43,200	Full time licensed clinician (40% of FTE paid by Helio Health)	Covered by billable services
1b	Salary	Helio Health	1	100%	$ 49,680.00	26%	$	49,680	Full Time Peer Support Specialist	Covered by billable services
1c	Salary	Helio Health	1	10.00%	$ 76,960.00	4%	$	7,696	% of Clinic Director	Covered by billable services
1d	Salary	Helio Health	1	5%	$ 135,000.00	4%	$	6,750	% SR. VP Mohawk Valley Region	Covered by billable services
						0%	$	-		
						0%	$	-		
						0%	$	-		
						0%	$	-		
						0%	$	-		
						0%	$	-		
SECTION 2 - FRINGE BENEFITS										
2a	Mandatory Fringe Benefits	Helio Health				7%	$	13,652	FICA 7.65%; Workers Comp 2.70%; Disability .16%; Unemployment .37%	Covered by billable services
2b	Non-Mandatory Fringe Benefits	Helio Health				9%	$	17,090	Health Ins 9.42%; Life/Disability .93%; 401K 2.10%; Emp Reimb .45%; Dental Ins .36%; H.S.A. .36%	Covered by billable services
						0%				
SECTION 3 - OTHER NON-PERSONNEL EXPENSES										
3a	(2) Cell Phone Subscriptions w/case					0%	$	902.00	Cell phone subscription 2 x $444 per year; Phone case $14.00	ongoing phone subscription covered by billable services
3b	(1) Laptop					1%	$	1,608.00	Microsoft Surface Laptop 3-1 w/ Wireless keyboard	N/A
3c	Automobile Expense					6%	$	10,865.00	Lease vehicle $700 per month; Gas $100 per month; Vehicle Ins $1,265 yearly	Covered by billable services
3d	(2) EMR Subscriptions					1%	$	1,454.00	$60.58 per month per user	Covered by billable services
3e	(2) IT Support					1%	$	1,810.50	$75.44 per month per user	Covered by billable services
3f	Office Supplies					0%	$	400.00		Covered by billable services
3g	Program Supplies					3%	$	4,800.00	Oral Drug Swab Tests 600 @ $8.00	Covered by billable services
3h	Community Awareness					0%	$	615.00	Tri-fold brochures	N/A
3i	Building Rent					5%	$	9,600.00	$800 per month	Covered by billable services
3j	Payroll Service					0%	$	645.00	$25 per month per FTE (2.15)	Covered by billable services
3k	General/Professional Liability Ins					1%	$	1,057.95		Covered by billable services
SECTION 4 - ADMINISTRATIVE EXPENSES										
4a	Administrative Expense					10%	$	18,998.00	Cappped @ 10% - Please see Budget Justification	Covered by billable services
						0%	$	-		
						0%	$	-		
						0%	$	-		
						0%	$	-		
						0%	$	-		
						0%	$	-		
					TOTAL PROPOSED BUDGET		$	190,823.45		

2023 ONEIDA COUNTY OPIOID RESPONSE RFP
PROPOSED BUDGET

APPLICANT NAME:	Upstate Caring Partners
PROPOSED BUDGET DURATION:	2 Years
TOTAL AMOUNT REQUESTED:	$ 299,970.00

LINE ITEM #	LINE ITEM EXPENSE	AGENCY OR PROVIDER NAME	#FTE	% FTE	BASE ANNUAL SALARY/ WAGE	Year 1	Year 2	% OF TOTAL GRANT	TOTAL AMOUNT ALLOCATED	DETAILS *(MAY INCLUDE STAFF RESPONSIBILITIES OR OTHER JUSTIFICATION)*	SUSTAINABILITY PLAN POST AWARD
SECTION 1 - PERSONNEL/LABOR											
Title & Organization											
2	Peer	UCP	1	100%	$ 38,000.00	$ 38,000.00	$ 38,000.00	25%	$ 76,000.00	Peer Support Specialists provides direct service delivery in support of project goals and objectives.	Through the expansion of community based services and OMH and OASAS licensed services, Peers will become sustainable through billable services.
3	Peer	UCP	1	100%	$ 38,000.00	$ 38,000.00	$ 38,000.00	25%	$ 76,000.00	Peer Support Specialists provides direct service delivery in support of project goals and objectives.	Through the expansion of community based services and OMH and OASAS licensed services, Peers will become sustainable through billable services.
								0%	$ -		
								0%	$ -		
								0%	$ -		
								0%	$ -		
SECTION 2 - FRINGE BENEFITS											
1	Mandated and Non-Mandated Fringes	UCP				$ 19,000.00	$ 19,000.00	13%	$ 38,000.00	Total of All Mandated and Non-Mandated Fringes based on current rates is approximately 25% of Personnel Cost	Fringe benefits is a routine expense incorporated into the agency annual budgeting process and will be funded through billable services provided by the Center.
								0%	$ -		
								0%			
SECTION 3 - OTHER NON-PERSONNEL EXPENSES											
1	Client Transport Van	UCP				$ 65,000.00	$0	22%	$ 65,000.00	A mobile vehicle will be utilized to support outreach and facilitate transportation to treatment or recovery programs for individuals with OUD and co-occurring SUD/MH conditions.	Ongoing vehicle maintenance expenses will be covered through program billable services by end of year two
2	Vehicle Operating Costs	UCP				$ 2,000.00	$ 2,000.00	1%	$ 4,000.00	Vehicle operating costs cover expenses related to program use of van. To include: Gas, routine oil change, routine minor repairs - i.e. window wipers.	Ongoing vehicle operating costs will be covered through program billable services by end of year two
3	Vehicle Insurance	UCP				$ 3,000.00	$ 3,000.00	2%	$ 6,000.00	Monthly vehicle insurance estimated at $250 a mont based on similar vans owned by agency at the time of this application.	Ongoing vehicle insurance expenses will be covered through program billable services by end of year two
4	Client Supplies	UCP				$ 3,850.00	$ 3,850.00	3%	$ 7,700.00	Client supplies to support addressing Social Determinants of Health (SDOH) needs, such as basic hygiene, clothing, food	Ongoing expenses related to addressing client SDOH needs will be covered through other funding sources (grant, contract or revenue generated by direct service delivery) by end of year two.
								0%	$ -		
								0%	$ -		
								0%	$ -		
								0%	$ -		
								0%	$ -		
								0%	$ -		
								0%	$ -		
SECTION 4 - ADMINISTRATIVE EXPENSES											
1	Agency Administration					$ 16,885.00	$ 10,385.00	9%	$ 27,270.00	Indirect costs for agency support positions such as Finance, Information Services, Human Resources and Marketing	Administrative Expenses are a routine expense incorporated into the agency annual budgeting process and will be funded through billable services provided by the Center.
								0%	$ -		
								0%	$ -		
								0%	$ -		
								0%	$ -		
								0%	$ -		
								0%	$ -		
TOTAL PROPOSED BUDGET						$ 188,735.00	$ 114,235.00	$	299,970.00		

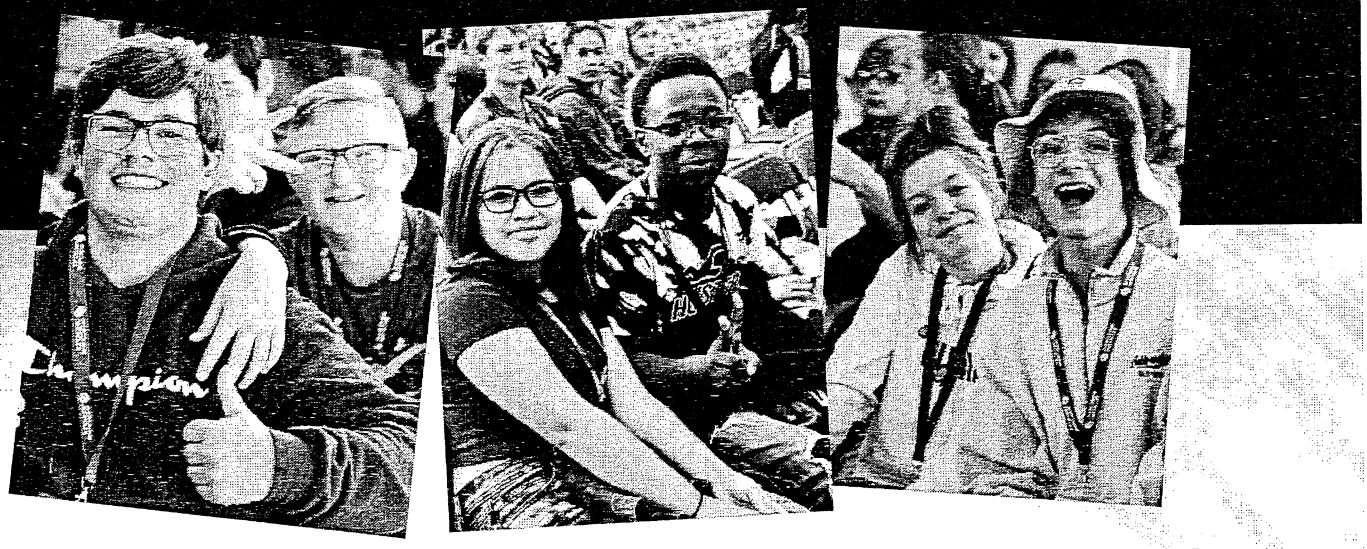
The Second Annual

OVERCOMING OBSTACLES

Tuesday, September 26, 2023

8:30am - 2:00pm

Held at The Utica Memorial Auditorium & Utica University Nexus Center



An amazing experience and convening for area 9th graders!

The conference will conclude with keynote speaker:

ERIN GRUWELL
Author, Founder/Executive Director
FREEDOM WRITERS FOUNDATION

Please enter through our Designated Visitor Entrance -
Don's Ford Season Ticket Entrance on Whitesboro Street

Presented by:

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Overcoming Obstacles Soft Skills Areas for Substance Abuse Prevention

1. **Communication Skills:**
    - Effective communication helps teens express their thoughts, feelings, and concerns to trusted adults and peers.
    - It also enables them to assertively say "no" to peer pressure and seek support when needed.
2. **Self-Esteem and Confidence:**
    - Teens with healthy self-esteem are more likely to make decisions based on their values rather than seeking approval from peers through substance use.
    - Confidence helps them resist external pressures and make independent choices.
3. **Emotional Intelligence:**
    - Understanding and managing emotions can prevent teens from turning to substances as a way to cope with stress, anxiety, or sadness.
    - Emotional intelligence also fosters empathy, which can help them understand the consequences of substance use on themselves and others.
4. **Problem-Solving Skills:**
    - Teens who can effectively problem-solve are more likely to find alternative solutions to life's challenges without resorting to substances.
    - Encourage them to think critically and consider the long-term consequences of their actions.
5. **Resilience:**
    - Resilience helps teens bounce back from adversity and cope with stress in healthy ways.
    - It reduces their vulnerability to using substances as a way to escape or numb emotional pain.
6. **Decision-Making Skills:**
    - Teach teens how to make informed decisions by weighing the pros and cons of various choices.
    - Help them understand that substance use has serious consequences and encourage them to think ahead.
7. **Conflict Resolution Skills:**
    - Teens should learn how to resolve conflicts peacefully and constructively, reducing the need to turn to substances during times of tension.
    - Mediation and negotiation skills are valuable in this regard.
8. **Assertiveness:**
    - Being able to assert one's needs and boundaries respectfully can help teens stand up to peer pressure and make choices aligned with their values.
9. **Time Management and Goal Setting:**
    - Teens who can manage their time effectively and set meaningful goals are less likely to engage in risky behaviors.
    - Encourage them to plan for their future and work toward their aspirations.
10. **Empathy:**
    - Understanding the impact of substance use on others can deter teens from engaging in illegal substance abuse.
    - Promote empathy and compassion for friends and loved ones.
11. **Social Skills:**
    - Strong social skills enable teens to build positive relationships, reducing the risk of feeling isolated or excluded, which can lead to substance use.
12. **Critical Thinking:**
    - Encourage teens to question information and peer influences, helping them make independent and informed decisions.
13. **Adaptability:**
    - Teens who can adapt to changing situations and navigate life's ups and downs are less likely to resort to substances as a coping mechanism.

CENTER FOR FAMILY life AND RECOVERY
WHEN THERE'S HELP, THERE'S HOPE.

502 Court St. Suite 401
Utica, NY 13502
Phone: (315) 733-1709 | 13502 Fax: (315) 733-1789

whenthereshelpthereshope.com

12/19/2023

Oneida County Department of Mental Health
Ashlee Thompson
800 Park Ave.
Utica, NY 13502

Dear Mrs. Thompson:

Here is the edited budget for the Onida County Opioid Response RFP that we were awarded $99,000 for our Peer Alliance project.

Salary:	$39,000 – 1 F/T Peer Utica/Rome & 10 % Program Administrator
Fringe:	5,070
AOH:	9,900
Supplies:	225
Travel:	2,500
Conference/Training:	12,000
Wellness:	29,825
Tech Equip	480
	$99,000

CFLR's plan with the grant money is to continue to grow our peer alliance and get 10 new individuals through all the required training and prepped for their CRPA or CRPA-P exam. Our peer collaborative will continue to focus on wellness and offer community opportunities to those that attend that will enrich their knowledge of services available in our local community.

Thank you,

Cassandra Sheets

Cassandra Sheets, LMSW
CEO

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissionner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

December 11, 2023

FN 20 24-019

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement with Empowered Pathways, Inc. for review and approval.

This Agreement is for the operation of Family Group Conferencing (FGC) services. Family Group Conferencing provides a forum in which the child and family team comes together to develop or modify a plan that addresses child safety, permanency, and well-being. The team identifies progress and addresses barriers in helping the family reach their goals.

The term of the Agreement is from January 1, 2023, through December 31, 2027. The total cost for the term of this Agreement will not exceed $238,494.00, with a County funding cost of 27.18% or $64,822.67.

If this Agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further action.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

RECEIVED
DEC 19 2023

Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 12/19/23

96301

Oneida Co. Department Family and Community Services

Competing Proposal_____
Only Respondent_____
Sole Source _____
Other X_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Empowered Pathways, Inc.
502 Court Street, Suite 234
Utica, New York 13501

Title of Activity or Services: Family Group Conferencing

Proposed Dates of Operations: January 1, 2023, through December 31, 2027

Client Population/Number to be Served: Families with kinship cases, experiencing high conflict, engaged in a process where they are compelled to surrender their parental rights or custody, or with other complex family disputes.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Family Group Conferencing (FGC) services will provide an alternative method of working cooperatively with Social Services, Juvenile Justice systems, educational institutions, family court, and other disciplines to families experiencing high conflict, or who are engaged in a process where they are compelled to surrender their parental rights or custody. Family Group Conferencing will provide a forum in which the child and family team comes together to develop or modify the Family Plan that addresses child safety, permanency, and well-being, and where the team identifies progress and addresses barriers in helping the family reach their goals.

2). Program/Service Objectives and Outcomes -

Contractor shall work with individuals/families to identify issues and settle disputes by identifying family resources, promoting communication and compromise through mediation practices, and educating individuals/families as to how to settle disagreements in a peaceful and constructive manner. Individuals/families will be able to resolve conflicts and prevent further escalation of individual/family disputes that often cause family disruptions/dysfunction resulting in custodial disagreements, allegations of abuse or neglect, PINS/JD behaviors or other such situations that increase the risk of out-of-home placement and require court intervention.

3). Program Design and Staffing Level - Six (6) coordinators fully trained in restorative practice with specialized training in Family Group Conferencing; Two (2) coordinators to be present for each family Group Conferencing.

Total Funding Requested: $ 238,494.00 **Account #:** A6070.49548

Oneida County Dept. Funding Recommendation: $ 238,494.00

Proposed Funding Source (Federal $ /State $ / County $): $238,494.00

Federal	38.39 %	-	$ 91,557.85
State	34.43 %	-	$ 82,113.48
County	27.18 %	-	$ 64,822.67

Cost Per Client Served: N/A

Mandated or Non-Mandated – Preventive services are mandated services

Past Performance Served: N/A

O.C. Department Staff Comments: Empowered Pathways anticipates a small grant through the New York State Unified Court System to further support this program.

Department of Family and Community Services

And

Empowered Pathways, Inc.

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services (hereinafter the "Department," the County and the Department are hereinafter collectively called "the County"), and Empowered Pathways, Inc., a domestic not-for-profit corporation having its principal offices at 502 Court Street, Suite 234, Utica, New York 13501 (hereinafter called the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WITNESSETH

WHEREAS, the Department is in need of Family Group Conferencing (FGC) services for kinship families and other complex families involving a high degree of conflict.

WHEREAS, the Contractor is qualified to provide Family Group Conferencing (FGC) services (hereinafter collectively, the "Services"),

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such Services,

NOW, THEREFORE, the Parties agree as follows:

I. Description of Services

a. Family Group Conferencing provides families with an alternative and less antagonistic method of working cooperatively with Social Services, Juvenile Justice systems, educational institutions, family court, and other disciplines. The process gives families experiencing high conflict and/or engaged in a process where they are compelled to surrender parental rights or custody a process where their voices are heard, and agreements are cultivated by the family, including extended family members.

b. The Family Group Conferencing is a forum in which the child and family team comes together to develop or modify the Family Plan that addresses child safety, permanency, and well-being, and where the team identifies progress and addresses barriers in helping the family reach their goals.

II. Scope of Services

a. The Contractor shall provide the Services to families with kinship cases, families who are experiencing high conflict, families who are engaged in a process where they are compelled to surrender their parental rights or custody, or families with other complex family disputes.

b. The Contractor shall provide six (6) staff members "coordinators" fully trained in restorative practices with specialized training in Family Group Conferencing.

c. The Contractor shall follow a co-coordination model and provide two (2) coordinators to be present for each Family Group Conferencing.

d. The coordinators, including social workers and other professionals who will be present for the conference, will fully explain the process to all participants, secure informed consent to engage in the process, and answer any concerns or questions.

e. The number of meetings can vary but usually consist of two meetings that are two hours long. In complex situations, as many as four family meetings may be held.

f. The coordinators ensure that the children's voices are heard as part of the process, whether as part of the Family Group Conferencing or through a letter from the child that a coordinator reads, with the child's permission, during the FGC. The child's safety is always at the center of the decision-making process.

g. The Contractor confirms that the referring agency or entity recognizes the family group as the primary decision makers.

h. The Contractor will ensure families are given private time during the Family Group Conferencing to meet on their own without the presence of social work professionals or the conference coordinators. The family may schedule such a private meeting to be held independently of the FCG.

i. The Contractor agrees to commit the resources needed to ensure successful meetings. The Contractor will collaborate with the referring agency to support the final plan and the family group's efforts.

j. The Contractor shall agree with that the family on a follow-up process so the Contractor can provide support to the family and ensure the plan continues to be relevant to the family and children's needs.

k. The Contractor shall provide written reports as requested by the Department.

l. The Department shall be responsible for determining the eligibility of persons for Services to be purchased under this Agreement.

m. The Department shall establish referral and review process and procedures and shall maintain

communication with the Contractor regarding systemic changes.

n. The Commissioner of the Department of Family and Community Services has the right to amend the Scope of Services with written agreement between Commissioner and Contractor.

o. The Contractor agrees to comply with the terms and conditions as set forth APPENDIX A entitled "NEW YORK STATE CONDITIONS" and APPENDIX B entitled "STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES CONTRACTS PERSONNEL" both appendices are attached and made a part of this Agreement.

III. Outcome/Measurements

a. **Outcome**: The Contractor shall work with individuals and families to identify issues and settle disputes by identifying family resources, by promoting communication and compromise through mediation practices, and by educating individuals and families as to how to settle disagreements in a peaceful and constructive manner. Using the Family Group Conferencing Model and/or mediation services, individuals and families will be able to resolve conflicts and to prevent further escalation of disputes that often cause family disruptions and dysfunction resulting in custodial disagreements, allegations of abuse or neglect, PINS/JD behaviors or other such situations that increase the risk of out-of-home placements and require judicial intervention.

b. **Performance**: Families and individuals experiencing conflict will become engaged in Services. The Contractor shall provide Services in a manner that is culturally competent, and family focused. Services shall include education to acquire the necessary skills to deal with conflicts that arise in interpersonal relationships, and mediation services to resolve disputes.

c. **Measurement**: 80% of the individuals and families referred for specific disputes will resolve the situation in a manner that is mutually acceptable to all parties involved.

d. **Measurement**: 80% of the individuals and families referred will learn the necessary skills to mediate future conflicts which will be shown by no need for further judicial intervention in custodial or family-related issues.

e. **Measurement**: 80% of the participant individuals and families will report satisfaction with Services offered as measured by a client satisfaction survey.

IV. Term

The term of this Agreement shall be for a period of five (5) years, starting January 1, 2023, and ending December 31, 2027.

V. Payment

a. Reimbursement shall be issued upon submission of monthly expenses, as outlined in Contractor Cost proposal attached and made part of this Agreement as Appendix C, upon submission of a County voucher and documentation to support line-item expenses requested for reimbursement. Total reimbursement is based on actual expense. Supporting data shall include client name, number of Service hours provided, Client compliance/status with Services, and any other data requested by the Department. (Contractor has provided income and expenses for 2028 which exceeds the term and is not part of this Agreement.)

b. Annual payment from the Department to the Contractor for the period of January 1, 2023, through December 31, 2023, shall not exceed $45,000.00

c. Annual payment from the Department to the Contractor for the period of January 1, 2024, through December 31,2024 shall not exceed $46,250.00

d. Annual payment from the Department to the Contractor for the period of January 1, 2025, through December 31,2025 shall not exceed $47,638.00

e. Annual payment from the Department to the Contractor for the period of January 1, 2026, through December 31,2026 shall not exceed $49,067.00

f. Annual payment from the Department to the Contractor for the period of January 1, 2027, through December 31,2027 shall not exceed $50,539.00. Total payments made from the Department to the Contractor for Services provided under this Agreement shall not exceed $238,494.00.

g. Any change to the budget shall be at the sole discretion and approval of the Oneida County Commissioner of Family and Community Services.

VI. Insurance Requirements

a. The Contractor shall provide proof of purchase and maintain insurance throughout the term of this Agreement for the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

    a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

    b. Abuse and Molestation coverage must be included.

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

2. Workers' Compensation and Employer's Liability

    a. Statutory limits apply.

3. Professional Liability coverage with limits of $1,000,000 each occurrence and $3,000,000 aggregate.

VII. Performance of Services

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

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

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

d. The Contractor shall inform the Department within twenty-four (24) hours if it is unable or

unwilling to accept an assignment and/or perform the Services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and the Department maintains the right to contract with other individuals or entities to perform the same Services.

VIII. Independent Contractor Status

a. The Parties agree that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, that neither it, nor its assistants shall hold themselves out as, nor claim to be, officers or employees of the Department and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.

b. The Contractor warrants and represents that it is in the business of offering the same or similar services as detailed herein and does offer the same or similar services to other entities and/or the public as a regular course of business. The Contractor and the Department agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

c. The Contractor and its Assistants shall not be eligible for compensation from the Department due to

    1. Illness;
    2. Absence due to normal vacation; or
    3. Absence due to attendance at school or special training or a professional convention or meeting.

d. The Contractor acknowledges and agrees that neither the Contractor nor its Assistants shall be eligible for any Department employee benefits, including retirement membership credits.

e. The Contractor shall be paid pursuant to IRS Form 1099 and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance, social security insurance (FICA), or Medicare.

f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of not making such payments or withholdings.

g. The Parties agree that if the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Independent Contractor status of the Contractor or its Assistants, both the Contractor and the Department shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by who such discussions or negotiations are initiated.

h. The Contractor shall comply with federal and state laws as supplements in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

IX. Expenses

The Contractor shall be solely responsible for paying all of its business expenses related to furnishing the Services described herein, and the County shall not reimburse the cost of travel, equipment, tools, office space, support services or other general operating expenses.

X. Training

a. The Department shall not require the Contractor, or its Assistants, to attend or undergo any training. The Contractor shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the Services described herein and shall be solely responsible for the cost of the same.

b. The Contractor will ensure that all coordinators have received training with a concentration in mediation specific to community circles, dialogue circles, responsive circles, school reentry circles, juvenile justice, and family group conferencing, commonly through Restorative Practices Tiers I, II, and III. Coordinators may also be trained in Alternative Dispute Resolution Certification in Conflict Coaching and further topic-specific concentrations in mediation. The Department prefers that the Contractor's staff conducting FGC's receive Family Group Conferencing virtual training through The Mediation Institute in Melbourne, Australia. The Contractor shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the Services described herein and shall be solely responsible for the cost of the same.

XI. Advice of Counsel

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

XII. Entire Agreement

a. The terms of this Agreement, including any attachments, amendment, addendums or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

b. No waiver, alterations or modifications of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

c. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto including, but not limited to, Appendix A (New York State Conditions), Appendix B (Standard Clauses for all Oneida County Department of Social Services Contracts), Appendix C (Empowered Pathways Juvenile/ Restorative Services 5 Tear Budget) the Standard Oneida County Conditions Addendum, and Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement.

(The rest of this page intentionally left blank.)

(Signature Page to Follow)

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

Date: _____

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

Date: 12/18/23

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

Date: 12/12/2023

Contractor: Stephanie Eghigian Empowered Pathways
Empowered Pathways, Inc.
Stephanie Eghigian,
Executive Director

Approved: _____
Robert R. Reittinger, Esq.
Assistant County Attorney

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

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

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

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

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

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

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

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

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

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

APPENDIX B

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

PERSONNEL

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

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

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

NOTICES

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

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

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

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

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

OFFICE SERVICES

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

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

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

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

release of medical or other information 1s not sufficient authorization for further disclosure."

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

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

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

PUBLICATIONS AND COPYRIGHTS

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

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

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

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

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

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

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

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

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

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

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

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

Empowered Pathways

NAME OF CONTRACTED AGENCY

Stephanie Eghigian Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Stephanie Eghigian 12/12/2023

SIGNATURE **DATE**

Appendix C

EMPOWERED PATHWAYS JUVENILE JUSTICE/RESTORATIVE SERVICES 5 YEAR BUDGET

	2023	2024	2025	2026	2027	2028
	January to December	January to December	January to December	January to December	January to December	January to December
CDRC MATCH	$ 13,000	$ 13,290	$ 13,689	$ 14,100	$ 14,523	$ 14,959
Grants 8 Fundraising	$ 2,000	$ 2,060	$ 2,122	$ 2,186	$ 2,252	$ 2,320
OCDSS	$ 45,000	$ 46,250	$ 47,638	$ 49,067	$ 50,539	$ 52,055
INCOME TOTAL	**$ 60,000**	**$ 61,600**	**$ 63,449**	**$ 65,352**	**$ 67,314**	**$ 69,334**
Executive Director	$ 1,333	$ 1,373	$ 1,414	$ 1,456	$ 1,500	$ 1,545
ADR Supervisor	$ 4,400	$ 4,532	$ 4,668	$ 4,808	$ 4,952	$ 5,101
FGC COORDINATOR FTE	$ 38,666	$ 39,826	$ 41,020	$ 42,250	$ 43,518	$ 44,824
FICA	$ 3,287	$ 3,386	$ 3,488	$ 3,593	$ 3,701	$ 3,812
ACCOUNTING/PAYROLL	$ 3,200	$ 3,296	$ 3,395	$ 3,497	$ 3,602	$ 3,710
SOFTWARE/IT	$ 187	$ 193	$ 199	$ 205	$ 211	$ 217
SUPPLIES	$ 800	$ 824	$ 849	$ 874	$ 900	$ 927
INSURANCE	$ 200	$ 206	$ 212	$ 218	$ 225	$ 232
TELEPHONE	$ 613	$ 631	$ 650	$ 670	$ 690	$ 711
FOOD	$ 649	$ 668	$ 689	$ 710	$ 733	$ 754
SUBTOTAL	$ 53,335	$ 54,935	$ 56,584	$ 58,281	$ 60,032	$ 61,833
WRAP-AROUND FUNDS	$ 6,665	$ 6,665	$ 6,865	$ 7,071	$ 7,283	$ 7,501
EXPENSE TOTAL	**$ 60,000**	**$ 61,600**	**$ 63,449**	**$ 65,352**	**$ 67,314**	**$ 69,334**

The budget adds a 3% annual COLA beginning in year 2 (2024).
Empowered Pathways contributes a 33% annual income match

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

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

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

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

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

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

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

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

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

Print Name: Stephanie Eghigian

Signature: Stephanie Eghigian

Title: Executive Director

Date: 12/12/2023

Witness: [signature]

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 12th day of December, 2023 between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form **111** "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, exceptthat:

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 m 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 I09 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 I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 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 ofInformation Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter **"OGS")** website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law§ 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITHNEWYORK STATE LABOR LAW§ 201-G

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissionner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

December 11, 2023

FN 20 24-028

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting for review and approval by the Board of Legislators the following Purchase of Services Agreement between Oneida County, through its Department of Family and Community Services, and Integrated Community Alternatives Network, Inc. (ICAN) for the provision of Street Outreach Services.

ICAN will provide Street Outreach Services in Utica, Rome, and elsewhere in Oneida County and effectively engage individuals and families experiencing homelessness who might not otherwise access services. A team of five street outreach workers will assist individuals and families in homeless settings with emergency needs, as well as access to information, referral services, and supplemental resources, to enable them to take the steps necessary to become housed and integrated into the community.

This Agreement was awarded via a Request for Proposals (2023-356) for a term of October 1, 2023 through September 30, 2028. The total cost of this Agreement will not exceed $3,023,143.50, and the County's share will be $821,690.40 (27.18%).

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/mk
Attachment

RECEIVED
DEC 19 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12/19/23

Oneida Co. Department: Family and Community Services
#23810

Competing Proposal _____
Only Respondent _X___
Sole Source RFP _____
Other ___

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: Integrated Community Alternatives Network, Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Street Outreach Services

Proposed Dates of Operations: October 1, 2023 through September 30, 2028

Client Population/Number to be Served: Individuals and families experiencing homelessness or residing in other areas not considered habitable.

Summary Statements

1). Narrative Description of Proposed Services
This will provide a team of five street outreach workers who will assist individuals and families in homeless settings with emergency needs, as well as access to information, referral services, and supplemental resources, to enable them to take the steps necessary to become housed and integrated into the community.

2). Program/Service Objectives and Outcomes
Contractor will perform street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County and effectively engage homeless individuals and families who might not otherwise access services.

3). Program Design and Staffing Level
The Street Outreach team will be overseen by the Director of Transitional Services.

Total Funding Requested: $3,023,143.50 **Account #:** 6070.495-615

Oneida County Dept. Funding Recommendation: $3,023,143.50

Proposed Funding Sources (Federal $/ State $/County $):
Federal: 38.39% ($1,160,584.79) State: 34.43% ($1,040,868.31) County: 27.18% ($821,690.40)

Cost Per Client Served: N/A

Past Performance Served: This contractor has provided street outreach services since 2021. The Department is satisfied with the street outreach services provided by this contractor.

O. C. Department Staff Comments: This agreement was awarded via Request for Proposals (2023-356). A portion of this funding is anticipated to be allocated through federal grant funds.

AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement"), made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter called the "County"), and Integrated Community Alternatives Network, Inc., a not-for-profit corporation, as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law having its principal offices at 310 Main Street, Utica, New York 13501 (hereinafter called the "Contractor"). Each party to this Agreement shall hereinafter be called a "Party" and collectively, the "Parties."

WITNESSETH

WHEREAS, the County, through its Department of Family and Community Services (hereinafter called the "Department") desires to establish a five-member Street Outreach team to assist persons experiencing homelessness and sleeping in places not meant for human habitation in Utica, Rome, and elsewhere in the County; and

WHEREAS, the Contractor currently performs street outreach to individuals experiencing homelessness (hereinafter called the "Program"); and

WHEREAS, this Program provides information, referral services and resources to persons and families experiencing homelessness to enable them to take the steps necessary to become housed and integrated into the community; and

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the Parties agree as follows:

I. SCOPE OF SERVICES

A. The Program shall provide five (5) full-time Street Outreach Workers who shall:

1. Perform scheduled routine canvassing of unsheltered locations, which shall achieve comprehensive geographic coverage across Oneida County, including outdoor and public spaces, public transportation, building lobbies, city parks, vacant buildings, encampments, cars, wooded areas, etc. to identify and engage persons and families who are or may be at risk of experiencing homelessness.
2. Provide coverage for all hours outside of County business hours (i.e. nights and weekends) to respond to emergency requests for assistance from the Department, hospitals, law enforcement or other entities who require assistance with individuals and families who lack permanent housing.
3. At the Department's request extend evening and weekend hours during severe weather events or other emergency response efforts involving people who are or may be at risk of homelessness on an urgent, real-time basis, to perform critical tasks related to getting

people to safety, engaging vulnerable people in safety planning, and helping to ensure access to food, shelter, and medication.

4. Respond to outreach requests from 2-1-1, other governmental and human service organizations (e.g. law enforcement, EMS), faith-based organizations, neighborhood residents, businesses, clients, or other sources.
5. Assertively work to establish a trust-based relationship with individuals and families in need in an effort to engage them in services.
6. Demonstrate non-judgmental, unconditional, positive regard toward individuals to facilitate an authentic connection.
7. Use motivational interviewing, harm reduction, and other evidence-based practices to improve individual and family health and well-being.
8. Provide for or arrange transportation, including during coverage outside of County business hours, to designated emergency housing or other destination based on an assessment.
9. Provide for or arrange transportation to appointments, allowing a warm-hand-off to healthcare and behavioral health providers, and remain engaged in each individual's care plan until the individual is established with necessary providers and capable of independently (or with proper assistance in place) managing scheduling and transportation arrangements.
10. Use evidence-based assessment tools as agreed upon or determined by the Department and Mohawk Valley Housing and Homeless Coalition Continuum of Care ("CoC"), assessing each individual's needs in all life domains, with particular focus on health and safety, mental health, substance use, housing, and social needs.
11. With consent of the individual, work with other providers to implement an Individualized Service Plan to address lack of permanent housing and/or underlying conditions/causes of homelessness.
12. Provide housing support expertise, including:
    a. A Coordinated Entry assessment in collaboration with the CoC's Coordinated Entry specialist and navigation services for each individual experiencing homelessness.
    b. Assistance with identifying shelter and housing options.
    c. Facilitation of a safe transition to community-based health care to stabilize general health or well-being, including but not limited to medical attention, food, clothing, hygiene, laundry, mental health, and/or substance abuse education and treatment.
    d. Utilization of the following interventions as appropriate:
        i. Motivational Interviewing
        ii. Harm Reduction (Naloxone distribution, overdose education, water distribution, etc.)
        iii. Health Education (management of chronic conditions, TB, etc.)
        iv. Psychoeducation (trauma, conflict management, etc.)
        v. Mobile case management
13. Provide eligibility, application, and troubleshooting support with obtaining benefits (e.g. health insurance, Supplemental Nutrition Assistance Program ["SNAP"], Temporary Assistance, etc.).
14. Help to build or rebuild individual's family, social, and community connections.

15. Collect required data from all initial and follow-up street outreach contacts. Enter this data into the CoC's Homeless Management Information System Database ("HMIS") and Coordinated Entry system.
16. Help to resolve issues caused by lack of proper identification (i.e. birth certificate, photo identification or Social Security card) by assisting individuals with the application process.
17. Assist individuals to address underlying causes of homelessness and obtain resources to acquire housing, when appropriate.
18. Attend case conferences and meetings with the Department and training workshops as needed to adequately perform the Program, engage and meet with entities in the community to address issues surrounding the homeless population.
19. Be knowledgeable of and comply with all U. S. Department of Housing and Urban Development ("HUD") regulations applicable to performance of the services described herein.
20. Report to the appropriate authority all incidents of elder and child abuse observed while performing the Program.
21. After termination of services, ensure individuals served by the Program have a lasting relationship with the outreach organization and have a plan to reach out should they require future assistance.

B. The Contractor shall:

1. Maintain complete records for each individual/family served by the Program, including daily activity logs, mileage logs and other data as the Department may request.
2. Work in close partnership with the COC Planning Office. This includes participating actively in COC Plenary and Committee meetings.
3. Research and implement best practices for safety protocols for community street outreach.
4. Perform required data entry into HMIS.
5. Comply with all applicable provisions of the Americans with Disabilities Act of 1990, the Americans with Disabilities Act Amendments Act of 2008, and any federal, state, and local law, rule or regulation which governs the services described herein, including Fair Housing and civil Rights Laws.

C. The Parties mutually agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement.

D. The Parties may amend the Scope of Services by written agreement between Commissioner and Contractor.

E. The Contractor's performance of the Program shall be evaluated using the following outcomes and measurements:

1. Outcome: The Contractor shall be available 100 percent of the time to assist persons and families who are or may be at risk of experiencing homelessness, during hours outside of County business and during emergency and severe weather events.

   Performance: The Contractor shall provide coverage on an anticipated daily schedule, as well as during emergency and severe weather events, to deliver street outreach assistance to individuals and families at risk of or experiencing homelessness.

   Measurement: 100% of persons and families who are or may be at risk of experiencing homelessness will receive street outreach assistance from Contractor during hours outside of County business and during emergency and severe weather events.

2. Outcome: The Contractor shall make contact with individuals and/or families through canvassing of unsheltered areas, through referrals, during emergency situations, and through provision of assistance to the Department during hours outside of County business.

   Performance: Upon street outreach contact with individuals and/or families experiencing or at risk of homelessness, Contractor shall assess and address any immediate risk to safety, i.e. health, food, shelter for family, shelter due to weather, etc. Individuals not in immediate risk may require engagement to establish trust to accept services. Individuals and families will be provided with assistance to meet their needs resulting from a lack of permanent housing.

   Measurement: Monthly, at least 25 individuals or families will receive contact.

II. PERFORMANCE OF SERVICES

A. The Contractor represents that it is duly licensed and that its employees have the qualifications, specialized skill(s), experience, and ability to properly perform the Program. The Contractor's employees shall use their best efforts to perform the Program such that the results are satisfactory to the Department. The Contractor shall be solely responsible for determining the location, method, details and means of performing the Program, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

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

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

D.

III. INDEPENDENT CONTRACTOR STATUS

A. The Parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, that its Assistants will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and that its Assistants will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public.

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

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

E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance prior to execution of this Agreement.

F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

G. The Parties agree that if the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent

Contractor status, both shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

IV. INSURANCE AND INDEMNIFICATION

A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate.
   a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
   b. Abuse and Molestation coverage must be included.
   c. Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
2. Professional Liability coverage with limits of $1,000,000 each occurrence and $2,000,000 aggregate.
   a. Coverage for review of cases and resulting professional assessment.
   b. Coverage for abuse and molestation.
   c. Oneida County shall be included as an additional insured.
3. Workers' Compensation and Employers Liability
   a. Statutory limits apply.
4. Business Automobile Liability
   a. Business Automobile Liability with limits of at least $1,000,000 each accident.
   b. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
   c. Oneida County shall be included as an additional insured on the Business Automobile Liability policy.
   Coverage for the additional insured shall be on a primary and non-contributing basis.
5. Commercial Umbrella
   a. Commercial Umbrella limits must be at least $5,000,000 and must extend over the Professional Liability coverage.
   b. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

c. Commercial 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, Business Automobile Liability, Workers' Compensation and Employer's Liability coverages maintained by the County.

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

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

D. The Contractor agrees that it shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, 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 the Program by the Contractor and its Assistants, 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 Contractor and its Assistants or failure on the part of the Contractor and its Assistants to comply with any of the covenants, terms or conditions of this Agreement.

V. TERM OF AGREEMENT

This Agreement shall commence October 1, 2023 and continue through September 30, 2028.

VI. REIMBURSEMENT

A. The County shall reimburse the contractor for the provision of the Program upon submission of a monthly voucher which shall detail individualized charges consistent with the Program Budget as detailed in Appendix C. Any claim for reimbursement shall be supported and documented by sufficient, competent, and evidential matter, including hours worked for the time period captured in the voucher.

B. Maximum amount to be paid by the County to the Contractor for the full term of this Agreement shall not exceed $3,023,143.50.

i. For the time period of October 1, 2023 through September 30, 2024, total payment from the County to the Contractor shall not exceed $575,854.40.

ii. For the time period of October 1, 2024 through September 30, 2025, total payment from the County to the Contractor shall not exceed $589,816.37.

iii. For the time period of October 1, 2025 through September 30, 2026, total payment from the County to the Contractor shall not exceed $604,197.20.

iv. For the time period of October 1, 2026 through September 30, 2027, total payment from the County to the Contractor shall not exceed $619,009.45.

v. For the time period of October 1, 2027 through September 30, 2028, total payment from the County to the Contractor shall not exceed $634,266.07.

C. Any change to the Program Budget shall be at the sole discretion and written approval of the Department's Commissioner. A modified Program Budget, once approved by the Department's Commissioner, upon the effective date of such changes, shall be attached hereto and a made a part hereof as if fully incorporated herein.

VII. EXPENSES

The Contractor is solely responsible for paying all of its business expenses related to furnishing the Program described herein. Unless specifically noted on the Contractor's Program Budget, the Contractor shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VIII. TRAINING

The Contractor shall attend or undergo any training mandated by federal, state or local law or regulations necessary to perform the Program described herein. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Program described herein and shall be solely responsible for the cost of the same.

IX. RECORD RETENTION

The Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

X. TERMINATION

The County may terminate this Agreement for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, or if needed if local, state or federal funding is terminated or not allowed.

XI. MISCELLANEOUS PROVISIONS

A. The Contractor shall not assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the Department.

B. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.

C. All required reports and related correspondence shall be mailed to:

For the Department:
Oneida County Department of Family and Community Services
Contract Administration, 4th Floor
800 Park Avenue
Utica, New York 13501

For the Contractor:

XII. ADVICE OF COUNSEL

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

XIII. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

Oneida County

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

Approved by: _____
Maryangela Scalzo, Deputy Attorney Health and Human Services

Department of Family and Community Services

By: Colleen Fahy-Box 12/18/23
Colleen Fahy-Box, Commissioner Date

Integrated Community Alternatives Network, Inc.

By: _____ 12/11/2023
Steven Bilger, Executive Director Date

APPENDIX A

NEW YORK STATE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

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

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

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

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

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

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

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

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

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

APPENDIX B

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

PERSONNEL

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

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

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

NOTICES

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

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

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

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

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

OFFICE SERVICES

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organizations that engage in explicitly religious act1v1t1es (including act1v1t1es that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

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

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

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

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

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

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

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

PUBLICATIONS AND COPYRIGHTS

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

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

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

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

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

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

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

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

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

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

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

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

Intergrated Community Alternatives Network (ICAN)
NAME OF CONTRACTED AGENCY

Steven Bulger, CEO / Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE 12/11/2023 **DATE**

APPENDIX C

Oneida County Department of Children and Family Services
Street Outreach Program
Five-Year Budget

Personnel	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Budget Narrative
Outreach Worker 1	$52,000.00	$53,560.00	$55,166.80	$56,821.80	$58,526.46	**$276,075.06**	$44,500 Salary plus buffer for overtime
Outreach Worker 2	$52,000.00	$53,560.00	$55,166.80	$56,821.80	$58,526.46	**$276,075.06**	$44,500 Salary plus buffer for overtime
Outreach Worker 3	$42,000.00	$43,260.00	$44,557.80	$45,894.53	$47,271.37	**$222,983.70**	$44,500 Salary plus buffer for overtime
Outreach Worker 4	$50,000.00	$51,500.00	$53,045.00	$54,636.35	$56,275.44	**$265,456.79**	$42,000 Salary plus buffer for overtime
Outreach Worker 5	$50,000.00	$51,500.00	$53,045.00	$54,636.35	$56,275.44	**$265,456.79**	$42,000 Salary plus buffer for overtime
Program Supervisor	$48,000.00	$49,440.00	$50,923.20	$52,450.90	$54,024.42	**$254,838.52**	$50,000 Salary plus buffer for overtime
Program Manager	$11,000.00	$11,330.00	$11,669.90	$12,020.00	$12,380.60	**$58,400.49**	20% FTE Housing Manager
Director	$8,400.00	$8,652.00	$8,911.56	$9,178.91	$9,454.27	**$44,596.74**	10% FTE Director of Transitional Services
Fringe	$109,690.00	$112,980.70	$116,370.12	$119,861.22	$123,457.06	**$582,359.11**	35% fringe rate
Expense							
Vehicle Monthly	$8,484.00	$8,484.00	$8,484.00	$8,484.00	$8,484.00	**$42,420.00**	$707/month lease
Lease							
IT Setup	$9,600.00	$9,600.00	$9,600.00	$9,600.00	$9,600.00	$48,000.00	IT set up, maintenance, networking
Motel	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	**$50,000.00**	Motel stays for clients
Program Supplies	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	**$35,000.00**	Program supplies for clients
Transportation	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	**$100,000.00**	Transportation of clients
Professional Development	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	**$5,000.00**	Staff professional development
Communications Expense	$7,480.00	$7,480.00	$7,480.00	$7,480.00	$7,480.00	$37,400.00	Cell phones and hot spots for staff
Travel	$9,450.00	$9,450.00	$9,450.00	$9,450.00	$9,450.00	$47,250.00	Staff travel at $100/month X 6.3 FTE
Space Usage	$18,900.00	$18,900.00	$18,900.00	$18,900.00	$18,900.00	$94,500.00	Staff space usage for 200 sqft X $15/square foot X 6.3 FTE
Branded Materials	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	**$20,000.00**	Staff uniforms and other identifying items
Insurance	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	**$15,000.00**	
Audit	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	**$7,500.00**	
Administrative Costs	$52,350.40	$53,619.67	$54,927.02	$56,273.59	$57,660.55	**$274,831.23**	10%
Total Expenses	$575,854.40	$589,816.37	$604,197.20	$619,009.45	$634,266.07	**$3,023,143.50**	

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

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

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

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

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

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

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

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

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

Print Name: Steven Zuiges

Signature:

Title: CEO / Executive Director

Date: 12/11/2023

Witness:

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _ day of _____ , 20 between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form **111** "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change m 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 I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter **"OGS")** website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law§ 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissionner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

FN 20 24 - 021

December 7, 2023

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement between Oneida County, through its Department of Family and Community Services, and the Homemakers of the Mohawk Valley, Inc. dba Caregivers, for your review and approval.

Under this Agreement, Caregivers will provide home care services for elderly, homebound individuals. Home care is provided as part of a New York State program that provides personal care to frail seniors through the Expanded In-Home Services for the Elderly Program (EISEP). Caregivers is one of two home care agencies to provide these services. The total amount of this Agreement is $1,608,270.00, which consists of 75% ($1,206,202.50) State funds and 25% County ($402,067.50) funds. This Agreement commences April 1, 2023 and terminates March 31, 2028.

I respectfully request that this matter be submitted to the Board of Legislators for their consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/vlc

Enclosure

RECEIVED
DEC 19 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12/19/23

Oneida Co. Department: ___OFA/OCC___

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

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: **Homemakers of the Mohawk Valley, Inc. d/b/a Caregivers**
2465 Sheridan Drive
Tonawanda, New York 14150

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: **April 1, 2023 through March 31, 2028**

Client Population/Number to be Served: Approximately 92 individuals, age 60 or above

Summary Statements:

1) **Narrative Description of Proposed Services**

To provide non-medical homemaker/personal care services to Oneida County residents, age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e., bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e., housekeeping, shopping, and preparing meals).

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

- To provide personal care services to frail, disabled, or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level I) include:
  - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for client, laundering, transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
  - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance toileting, preparation of meals, feeding, and administering medications.

3) **Program Design and Staffing**

Personal Care Workers will provide a variety of services that include physically assisting clients with medical needs. Housekeeper/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the client's home to ensure the client's satisfaction with their services. Two additional Designated Aides will serve an established schedule of 35 hours each: one in the Rome area and one in the Utica area.

Total Funding Requested: **$ 1,608,270.00** **Account #:** A6774.49599

Oneida County Dept. Funding Recommendation: **$1,608,270.00**

Proposed Funding Sources (Federal $/ State $/County $):
Federal: 0% ($0) State: 75% ($1,206,202.50) County: 25% ($402,067.50)

Cost Per Client Served:

	PCA II	PCA I	Designated Aide Services
2023/24	$30.25	$29.30	$38.00
2024/24	$31.50	$30.55	$39.25
2025/26	$32.75	$31.80	$40.50
2026/27	$34.00	$33.05	$41.75
2027/28	$35.25	$34.30	$43.00

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

O.C. Department Staff Comments: N/A

AGREEMENT

This is an Agreement made by and between the **HOMEMAKERS OF THE MOHAWK VALLEY, INC., d/b/a CAREGIVERS** a domestic business corporation organized and existing under the laws of the State of New York, with its principal offices located at 2465 Sheridan Drive, Tonawanda, New York 14150, and having service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, hereinafter referred to as the "**CONTRACTOR,**" and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 Park Avenue, Utica, New York 13501, by and through its **Office for the Aging and Continuing Care ("OFA"),** located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively known as the "**County.**" All parties to the Agreement are collectively known as the **"Parties."**

WITNESSETH:

WHEREAS, the **COUNTY,** through its Department of Family and Community Services and Office for the Aging and Continuing Care ("Department") has the primary responsibility for the overall planning and coordination of funds, including Federal Older Americans Act (OAA) Title III-E and Title V, New York State Office for the Aging, Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly (CSE), Congregate Services Initiative (CSI), Wellness in Nutrition, Health Insurance and Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA), and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT**

A. The terms of this Agreement shall commence **April 1, 2023 and terminate March 31, 2028.**

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** and **COUNTY** reserves the right to seek the same or similar services from third parties.

2. **SCOPE OF SERVICES**

A. For EISEP/OAA III-E SERVICES:

i. The **CONTRACTOR** agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and OAA III-E in-home community based PCA Level II respite services (Respite Services) through the **COUNTY**'s EISEP/ OAA III-E Programs; PCA Level II, PCA Level I services are provided to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (i.e., housekeeping, shopping, preparing meals); Respite Services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living.

ii. The **CONTRACTOR** and **COUNTY** agree that all PCA Level II, PCA Level I and Respite Services provided by the **CONTRACTOR** shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

iii. The **CONTRACTOR** and **COUNTY** agree that PCA Level II, and PCA Level I services as defined under EISEP/OAA III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Health regulations for the Medicaid Program.

iv. The **COUNTY** and **CONTRACTOR** agree that the PCA Level II, PCA Level I and Respite Services clients shall be provided environmental support and personal care functions.

v. The following is a summary of usual tasks that may be performed by a PCA Level II and PCA Level I worker in accordance with New York State regulations:

1) some or total assistance with making and changing beds; (PCA Levels I & II)

2) some or total assistance with dusting and vacuuming the rooms which the client uses; (PCA Levels I & II)
3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (PCA Levels I & II)
4) some or total assistance with dishwashing; (PCA Levels I & II)
5) some or total assistance with listing needed supplies; (PCA Levels I & II)
6) some or total assistance with shopping for the client; (PCA Levels I & II)
7) some or total assistance with client's laundry; this may include necessary ironing and mending; (PCA Levels I & II)
8) some or total assistance with payment of bills and other essential errands; (PCA Levels I & II)
9) escort assistance in getting to various appointments and community activities; (PCA Levels I & II)
10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (PCA Level II).
11) some or total assistance with dressing; (PCA Level II)
12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (PCA Level II)
13) some assistance with toileting; this may include assisting the client on and off the bedpan, commode or toilet; (PCA Level II)
14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (PCA Level II)
15) some assistance in transferring from bed to chair or wheelchair; (PCA Level II)
16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (PCA Level II)
17) some assistance with feeding; (PCA Level II)
18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (PCA Level II)
19) assistance with routine skin care, including application of non-prescription skin care products; (PCA Level II)

20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (PCA Level II)

21) assistance with changing of simple dressings. (PCA Level II)

vi. For PCA Levels I and II services, the measure of a Unit is equal to one (1) hour of service to or on behalf of the client.

vii. The **CONTRACTOR** agrees to assign a designated person who shall have the responsibility for coordinating the assignments of individuals performing PCA Levels I and II, and Respite Services.

viii. The **COUNTY** and **CONTRACTOR** agree that all PCA Level II, PCA Level I and Respite Services workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the PCA Level II, PCA Level I or Respite Services worker as (s)he carries out duties and responsibilities.

ix. The **CONTRACTOR** understands and shall ensure that PCA Level II, PCA Level I supervisor(s) shall:

1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled PCA Level II, PCA Level I worker is to provide services to the client;
2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the client's Home Care Plan;
3) provide information concerning the **CONTRACTOR**;
4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the client's Home Care Plan;
5) conduct scheduled visits to the client's home at least every six (6) months;
6) conduct unscheduled visits to the client's home at least one (1) time a year;
7) evaluate the worker's performance of the required tasks;
8) provide to the worker appropriate information, consultation, instruction and demonstration as needed;
9) determine the extent to which client needs are appropriately and adequately being met;
10) follow-up, as specified by the case manager, to report the findings of the supervisory visit; and
11) provide an opportunity to discuss in private with the client/authorized representative the service being provided.

x. The **CONTRACTOR** agrees to provide the PCA Level II, PCA Level I and Respite Services workers with training as required by the New York State Department of Health. Each worker shall be instructed on how to work with the elderly. Each worker shall receive an orientation, prior to delivering any in-home services.

xi. Training shall include:

1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
2) the policies and procedures of the **CONTRACTOR**'s agency; and
3) the rights of clients as set forth in the EISEP standards and regulations.

B. DESIGNATED AIDES:

i. The **CONTRACTOR** shall provide trained personnel to provide 35 hours per week of personal care/homemaker services ("Aides") to the Department's clients. Assignments for such Aides will be made by authorized Department program staff and the **CONTRACTORS's** designated coordinator. All Aides' assignments must be authorized by the Department in advance. All Aides' services shall be conducted in accordance with EISEP program standards and all other applicable local, state or federal rules, laws and regulations pertaining to the performance of such services.

ii. The Aides will work an established schedule with a designated Aide or Aides assigned to clients in the greater Utica area, and a designated Aide or Aides assigned to clients in the greater Rome area. The Aides' service schedule will be a shared responsibility of the **CONTRACTOR** and the Department. The Department shall be responsible for identifying cases that can be served during the established work schedule to maintain 35 hours per week if prior scheduled clients should cancel. If the Department cannot schedule clients to maintain a 35 hours per week, the **COUNTY** will still be responsible to pay for all 35 hours. If an Aide does not or cannot complete 35 hours as scheduled, the **COUNTY** will not be charged for hours not worked.

C. MEDICAID PROCEDURES:

i. The **CONTRACTOR** and **COUNTY** agree that the services provided herein shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or

services provided to clients in adult residential care facilities which had previously been provided by such facility.

ii. The **COUNTY** agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

iii. The **CONTRACTOR** agrees to bill Medicaid and credit the **COUNTY** for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date. The **COUNTY** will process prior approvals for Medicaid billing for services provided in this section.

iv. The **COUNTY** agrees to notify the **CONTRACTOR** of client approval for Medicaid.

v. The **CONTRACTOR** shall credit the **COUNTY** for Medicaid payments received.

vi. The **CONTRACTOR** and the **COUNTY** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

vii. The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.

viii. The **CONTRACTOR** agrees to work in cooperation with the **COUNTY** to develop a comprehensive service delivery system for the EISEP/III-E Program.

D. RESPONSIBILITIES OF THE PARTIES: Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

i. ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;

ii. planning, coordination and ensuring the quality of all services provided; and

iii. ensuring adherence by both **CONTRACTOR** and **COUNTY** staff to the client's Home Care Plan.

E. CLIENT HOME CARE PLANS:

A. The **COUNTY** shall provide the **CONTRACTOR** with each client's Home Care Plan, confirmation of documentation, and a PCA approval form. This documentation shall be provided at the time of referral and every six months thereafter. It is the responsibility of the **COUNTY** to develop the client's Home Care Plan according to regulations and to obtain required physician(s) orders related to the **COUNTY** services being provided by the **CONTRACTOR**. It is also understood that a registered nurse from the **COUNTY** will review and sign all approved clients' Home Care Plans. If there is a change in a

client's condition, a new home assessment, or new physician orders, a revised Home Care Plan shall be developed by the **COUNTY** and a copy sent to the **CONTRACTOR** at that time.

F. MISCELLANEOUS PROVISIONS:

i. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met, there is a client no show, or a change in the client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.

ii. Any incident that occurs in the presence of **CONTRACTOR's** staff must be reported immediately in writing to the **COUNTY** on the specified fax form.

3. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the client or client's caregiver in order to determine the location, method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY.**

4. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** shall reimburse the **CONTRACTOR** for EISEP/III-E services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support III-E grants.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** the following rates **per hour** for homemaker/personal care (PCA Level II):

$30.25 for the term of April 1, 2023 through March 31, 2024

$31.50 for the term of April 1, 2024 through March 31, 2025

$32.75 for the term of April 1, 2025 through March 31, 2026

$34.00 for the term of April 1, 2026 through March 31, 2027

$35.25 for the term of April 1, 2027 through March 31, 2028

C. The **COUNTY** agrees to reimburse the **CONTRACTOR the following rates per hour** for housekeeper/chore (PCA Level I)**:**

$29.30 for the term of April 1, 2023 through March 31, 2024

$30.55 for the term of April 1, 2024 through March 31, 2025

$31.80 for the term of April 1, 2025 through March 31, 2026

$33.05 for the term of April 1, 2026 through March 31, 2027

$34.30 for the term of April 1, 2027 through March 31, 2028

Total annual expenses for PCA Level 1 and PCA Level II services shall not exceed $174,234.00. The total expenses for these services for the term of this agreement shall not exceed $871,170.00.

D. The **COUNTY** shall reimburse the **CONTRACTOR** the following rates **per hour** for 70 hours per week for actual hours worked, as detailed in Paragraph 2(B)(ii) above;

$38.00 for the term of April 1, 2023 through March 31, 2024

$39.25 for the term of April 1, 2024 through March 31, 2025

$40.50 for the term of April 1, 2025 through March 31, 2026

$41.75 for the term of April 1, 2026 through March 31, 2027

$43.00 for the term of April 1, 2027 through March 31, 2028

Total annual expenses for Designated Aide Services shall not exceed $138,320.00 for the term April 1, 2023 through March 31, 2024, $142,870.00 for the term April 1, 2024 through March 31, 2025, $147,420.00 for the term April 1, 2025 through March 31, 2026, $151,970.00 for the term April 1, 2026 through March 31, 2027, or $156,520.00 for the term April 1, 2027 through

March 31, 2028. The total expenses for these services for the term of this agreement shall not exceed $737,100.00.

Contractor will be reimbursed for travel incurred by Designated Aides in a private vehicle to serve OFA clients at their homes and for travel required as part of a service plan. Rate shall not exceed the established IRS rate at the time of the service. Mileage shall be listed separately on the County vouchers.

E. The total of all payments for this Agreement shall not exceed one million six hundred thousand eight two hundred seventy dollars **($1,608,270.00).**

F. Reimbursement shall be made upon submission of a County voucher in accordance with the Voucher Instructions, attached and made part of this Agreement hereto as **APPENDIX C**.

G. The **COUNTY** shall not be liable for any late fees for any interest in late payments.

H. The obligations of the parties hereunder are conditioned upon the continued availability of State and **COUNTY** funds. Should funds become unavailable or should appropriate State and **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

I. The **COUNTY** reserves the right to withhold payment under this Agreement due to **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1) defective services;

2) third party claims;

3) failure of the **CONTRACTOR** to pay its subcontractors, if any;

4) damage to the **COUNTY**; or

5) failure to carry out the services in accordance with this Agreement.

J. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

K. Any changes to the budget shall be at the sole discretion and approval of the Department's Commissioner of Family and Community Services.

5. **TRAINING**

The **CONTRACTOR** shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. The **CONTRACTOR** shall be fully responsible for any training required to maintain licenses or certifications necessary to perform the services described herein, and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees, subcontractors and/or partners to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, subcontractors and/or partners, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be eligible for compensation from the **COUNTY** due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance,

and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The **CONTRACTOR** agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. NON-ASSIGNMENT CLAUSE

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

9. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the County of Oneida, more fully described in **APPENDIX A** attached and made part of this Agreement.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., ***"This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging."***). The **CONTRACTOR** should forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards

and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

1) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination);
2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92];
3) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4) Older Americans Act;
5) Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
6) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.);
7) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors);
8) Equal Access to Services and Targeting Policy (12-PI-08);
9) Elder Law.

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

11. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** agrees to implement the **COUNTY'S** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B** and made part of this Agreement

12. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C** attached and made part of this Agreement.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting client contributions for all clients who attend Office for the Aging and Continuing Care funded personal care services. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded by the client, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, 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 services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants,

employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of it obligation to indemnify, defend and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall provide proof of purchase and maintain insurance throughout the term or terms of this Agreement of the following types of coverage and limits of liability as set forth below in this section with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence services until such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. **COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars ($3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. 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.

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) The **COUNTY** shall be included as an additional insured. 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.

F. Business Auto Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars ($1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars ($3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured 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 maintained by the **COUNTY**.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate.

I. Workers Compensation and Employers Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per the requirements stated above.

15. REPORTING REQUIREMENTS

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. COORDINATION REQUIREMENTS

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other Party.

C. The **CONTRACTOR** agrees that in the event of termination, the **CONTRACTOR** shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

18. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. **STANDARD ADDENDUM**

The **CONTRACTOR** agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

21. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

22. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

23. **NON-WAIVER**

No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

24. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.

25. **AUTHORITY TO ACT/SIGN**

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

26. **ADVICE OF COUNSEL**

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
IN WITNESS WHEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

C F CEO

Carmen Flitt, Vice President/CFO
Homemakers of the Mohawk Valley, Inc.
d/b/a "Caregivers"

12/8/2023
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
(Office for the Aging and Continuing Care)

Colleen Fahy-Box

Colleen Fahy-Box, Commissioner

12/14/23
Date

Approved:

Robert R. Reittinger, Assistant County Attorney

Date

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
- 45 CFR Part 74 (Administration of Grants)
- 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 45 CFR Part 93 (New Restrictions on Lobbying)
- 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs250.42 and 250.12 (b))
Office of Management and Budget (OMB)
- OMB Circular A-87 (Cost Principles for State and Local Governments)
- OMB Circular A-95 (Clearinghouse Review)
- OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
- OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
- OMB Circular A-122 (Cost Principles for Non-profit Organizations)
- OMB Circular A-128 (Audits of State and Local Governments)
- OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Un-satisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.

- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2022
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care

2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).

3. **Date:** List month this claim covers.

4. **Vendor's Invoice Number:** leave blank

5. **Quantity/Description of Material or Service/Unit Price/Amount:**
   - ✓ State the number of units of service and the description of services performed during the month.
   - ✓ List the Unit Price as stated in Section 4 of the attached Agreement.
   - ✓ Place the amount (Units X Unit Price) in the Amount column.
   - ✓ Place the amount to be reimbursed in the Total block.
   - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. **Claimant's Certification:**
   Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. **Voucher Backup**
   - ✓ Attach CAARS monthly report.
   - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
   - ✓ Attach appropriate backup:
     - Payroll certification sheets and time sheets signed by Agency employee.
     - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
     - Aide, Housekeeper/chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of Aide/PCA daily logs including date and times of service and all must be signed by client.
     - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
     - Emergency Response Systems – (Original Invoice)

   Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**
   - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.

- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-768-3620.

Keith Heitzman, Program Analyst

APPENDIX D
Standard Contract Clauses Addendum

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

   i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

   ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

   i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

   ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

   iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

   iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

   v. Make available protected health information in accordance with 45 CFR §164.524;

   vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

   vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

   viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by

the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for

which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on

the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

    i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

    ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

    i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

December 6, 2023

FN 20 24-022

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Fourth Renewal Agreement between Oneida County, through its Department of Family and Community Services, and the Resource Center for Independent Living, Inc., for your review. If this renewal Agreement meets with your approval, please forward it to the Board of Legislators for further consideration.

This renewal Agreement, in compliance with NYS Social Adult Day Care Regulations, will continue to provide community-based Social Adult Day Care Services, along with non-medical personal care, to the frail and elderly, in order to help older people to delay or divert nursing facility placement. The total amount of this Agreement is $128,000.00 supported by 75% state funds ($96,000.00), and 25% County funds ($32,000.00). This Agreement commences January 1, 2023 and terminates December 31, 2023.

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/mk

Attachments

RECEIVED
DEC 08 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-8-23

Oneida County Department: DFCS--Office for the Aging

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Resource Center for Independent Living, Inc.
131 Genesee Street
P.O. Box 210
Utica, New York 13501

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2023 through December 31, 2023

Client Population/Number to be Served: Frail and elderly age 60+ with functional impairment

Summary Statements

1) **Narrative Description of Proposed Services:**
Social Model Adult Day Care Services are a structured five hour; five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) **Program/Service Objectives and Outcomes**:
- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities - maintenance and enhancement of daily living skills, caregiver assistance, and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) **Program Design and Staffing:**
Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff; both paid and volunteer. The staff will supervise participants in a safe environment and the staff will provide appropriate activities and therapies that will enhance the participants' general wellbeing.

Total Funding Requested: $128,000.00 **Account #:** 6772.495.116

Oneida County Dept. Funding Recommendation: $128,000.00

Proposed Funding Source (Federal/State/County):
Federal: $0 State: 75% ($96,000.00) County: 25% ($32,000.00)

Cost per Client Served: $75.00 per client per five hour day

Past Performance Data: The Resource Center for Independent Living has provided Social Adult Day Care since 1984.

O.C. Department Staff Comments:

FOURTH RENEWAL

This Fourth Renewal made and entered into by and between **RESOURCE CENTER FOR INDEPENDENT LIVING, INC.,** a not-for-profit corporation as defined in §102 (a)(5) of the New York Not-For-Profit Corporation Law with its principal offices at 131 Genesee Street Utica, New York 13501, hereinafter known as the "CONTRACTOR," and the **COUNTY OF ONEIDA,** a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, hereinafter known as the "COUNTY," by and through its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, New York 13424. Each party to the Fourth Renewal shall be known individually as a **"PARTY"** and collectively, the **"PARTIES."**

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an agreement whereby the CONTRACTOR provides Social Adult Day Care and Level II Personal Care Assistance to Oneida County residents, hereinafter referred to as the "Original Agreement" (COUNTY contract number 75227), a copy of which is attached and made part of this Agreement hereto as Exhibit "A." The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, the Original Agreement included a term that allows the COUNTY to renew the Original Agreement for four (4) additional one-year terms; and

WHEREAS, the PARTIES entered into a First Renewal for the term of January 1, 2020-December 31, 2020 (COUNTY contract number 91662), a Second Renewal for the term of January 1, 2021-December 31, 2021 (COUNTY contract number 129294), and a Third Renewal for the term of January 1, 2022-December 31, 2022 (COUNTY contract number 163033), all (3) three previous renewals attached and made a part of this Agreement hereto as Exhibit "B"; and

WHEREAS, the PARTIES are desirous of entering into a Fourth Renewal to the Original Agreement regarding the following provisions:

NOW THEREFORE, in consideration of the mutual promises made herein, the PARTIES hereto agree as follows:

1. This Fourth Renewal to the Original Agreement shall commence January 1, 2023 and terminate December 31, 2023.

2. The Total reimbursement from the **COUNTY** to the **CONTRACTOR** for the term of this Fourth Renewal shall not exceed one hundred twenty-eight thousand dollars ($128,000.00).

3. All other terms of the Original Agreement remain in effect without change or alteration.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have signed this Fourth Renewal on the date respectfully stated.

ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive — **Date**

Colleen Fahy-Box — 12/7/23

Colleen Fahy-Box, Commissioner Department of Family and Community Services — **Date**

RESOURCE CENTER FOR INDEPENDENT LIVING, INC.

11/30/23

Zvia McCormick, Chief Executive Officer — **Date**

Approved:

Robert R. Reittinger, Esq.
Assistant County Attorney — Date

EXHIBIT A

AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the **RESOURCE CENTER FOR INDEPENDENT LIVING, INC.,** a domestic not-for-profit corporation organized and existing under the laws of the State of New York located at 401-409 Columbia Street, Utica, New York 13503, hereinafter known as the "**CONTRACTOR,**" and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501 by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York 13424 hereinafter collectively known as the "**COUNTY.**" All parties to the Agreement shall be known individually as "**PARTY**" and collectively as the "**PARTIES.**"

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administratoin On Aging (AOA)-Older Americans Act Title III, Title V, New York State Office For the Agind (NYSOFA) – expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Conngregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers Act (MIPPA)/ Senior Health Insurance Program (SHIP), and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT**

The term and conditions of this Agreement shall **commence January 1, 2019** and **terminate December 31, 2019.**

2. **AGREEMENT RENEWAL**

A. At the **COUNTY'S** sole discretion, this Agreement may be renewed for an additional four (4) one-year terms.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

3. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall, as part of the terms and conditions of this Agreement, comply with the State of New York's Social Adult Day Care Regulations, New York Executive Law, Chapter 11 Part 6654.20 (9 NYCRR 6654.20).

B. The **CONTRACTOR** shall provide Social Adult Day Care Services and PCA Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide the Services in Oneida County.

D. The **CONTRACTOR** shall provide the Services pursuant to New York State laws, rules and regulations, including:

1. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:
   i. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and

monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.

ii. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psycho-social impairment.

iii. "Nutrition" means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the **COUNTY**; and offering snacks and liquids for all Consumers at appropriate times.

2. 18 NYCRR §505.14 and any New York State Department of Health regulations promulgated thereunder for PCA Level II Services (PCAII).

E. The **CONTRACTOR** agrees that all Consumers shall receive Services only in accordance with an individualized **written** service plan that is based on the Comprehensive assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. The **CONTRACTOR,** upon approval by the **COUNTY,** shall provide personal care level 2 services (PCA11) to the Consumers where indicated in their care plan.

G. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR'S** Services personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty hours of group, individual and/or on-the-job training.

H. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.

I. The **CONTRACTOR** and the **COUNTY** shall hold periodic coordinating meetings as needed.

J. The **CONTRACTOR** and the **COUNTY** shall work cooperatively to develop comprehensive Services for Oneida County.

K. The **CONTRACTOR** shall make a good faith effort to recruit interns from the local colleges' student intern programs.

4. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that the **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the Services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the Consumer or the Consumer's caregiver in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for the Services which are provided in accordance with the terms and conditions of this Agreement, the CSEP, and the Caregiver Support III-E grants.

B The **COUNTY** shall reimburse the CONTRACTOR fifteen dollars ($15.00) per hour for each Consumer receiving Adult Day Care Services which shall include program, meals, and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments at seven dollars fifty cents ($7.50) per half hour when the Consumer is attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed seventy-five dollars ($75.00) per Consumer, per day.

C. The **COUNTY** shall reimburse the **CONTRACTOR** twenty dollars ($20.00) per hour for each Consumer that receives PCA11 services pursuant to this Agreement.

D. The total reimbursement for Services provided under this Agreement shall not exceed one hundred eight thousand five hundred dollars ($108,500.00).

E. The **COUNTY** funds are contingent upon availability of state and County of Oneida funding; reimbursement shall be made in twelve (12) monthly installments upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C**.

F. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

G. The **COUNTY** reserves the right to withhold payment under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective Services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
4. damage to the **COUNTY**; or
5. failure to carry out the Services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

6. <u>NO CLAIM FOR DAMAGE</u>

The **CONTRACTOR** shall make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

7. **EXPENSES**

The **CONTRACTOR** is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, and other general operating expenses.

8. **TRAINING**

The **CONTRACTOR** shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Services.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the Services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in

accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that the **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

E. The **CONTRACTOR** 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.

F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** or its Assistants' Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

G. The **CONTRACTOR** shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

12. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, AOA, the NYSOFA, and the **COUNTY**, more fully described in **APPENDIX A.**

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United Sates shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., ***"This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging."***). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

13. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide Services, shall provide Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such

Services, and to meet specific objectives established by the **COUNTY** for providing Services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the Services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at Service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the Agreement with the **COUNTY** is for a program or service funded under the **COUNTY'S** Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the **COUNTY**, for providing Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

14. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached in **APPENDIX B.**

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C.**

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Office for the Aging and Continuing Care funded Services. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded Consumer, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR.**

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has provided the Services to the **COUNTY** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75, et seq.

16. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting form or out of the Services of the **CONTRACTOR** and its agents, servants, employees or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its Assistants, agents, servants, volunteers or employees, or to any other person or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its Assistants, officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its Assistants, employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

17. <u>INSURANCE COVERAGE REQUIREMENTS</u>

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. Prior to the start of any Services, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants the **COUNTY** a limited power of attorney to

communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which shall insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars ($3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. The 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,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTRACTOR** shall maintain CGL coverage for itself and all additional insureds for the duration of this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

F. Business Auto Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million

Dollars ($1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars ($3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirement paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

18. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate Consumer records on each EISEP Consumer who receives Services through this program; the **COUNTY** shall have access to the Consumer records upon request; the **COUNTY** shall have ownership of all Consumer's records and files.

D. The **CONTRACTOR** shall comply with policies ensuring Consumer confidentiality, as established by the **COUNTY,** when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective Service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

19. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement

within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY.**

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

21. ENTIRE AGREEMENT

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument.

22. INCORPORATION BY REFERENCE

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

23. STANDARD ADDENDUM

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof as **APPENDIX D.**

24. CHOICE OF LAW/FORUM

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

25. SUCCESSORS AND ASSIGNS

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representation, successors and assigns.

26. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

27. **SEVERABILITY**

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

28. **AUTHORITY TO ACT/SIGN**

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

29. **ADVICE OF COUNSEL**

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

IN WITNESS THEREOF, the **PARTIES** have here unto set their hand on the date respectively stated.

RESOURCE CENTER FOR INDEPENDENT LIVING, INC.

Zvia McCormick, Chief Executive Officer — 4/4/19 Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive — 6/21/19 Date

OFFICE FOR THE AGING AND CONTINUING CARE

Michael J. Romano, Director — 4/17/19 Date

Approved:

By: Maryangela Scalzo
Maryangela Scalzo, Assistant County Attorney — 6/20/19 Date

APPENDIX A

1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
11) 45 CFR Part 93 (New Restrictions on Lobbying)
12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
18) Hatch Act (5 U.S.C.A. §1501, et seq.)
19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R.§235, et seq.)
23) Office of Management and Budget (OMB):
    a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
    b. OMB Circular A-95 (Clearinghouse Review)
    c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)

d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)

e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)

f. OMB Circular A-128 (Audits of State and Local Governments)

g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)

24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)

25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)

26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)

27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)

28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)

29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])

30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])

31) Legal Assistance Standards (94-PI-52 [12/29/94])

32) Weatherization Referral and Packaging Program (WRAP) Handbook

33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)

34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)

35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)

36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C
Oneida County Office for the Aging
Voucher Instructions
for Units of Service Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care

2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).

3. **Date:** List month this claim covers.

4. **Vendor's Invoice Number:** leave blank

5. **Quantity/Description of Material or Service/Unit Price/Amount:**
   - ✓ State the number of units of service and the description of services performed during the month.
   - ✓ List the Unit Price as stated in the Contract Budget.
   - ✓ Place the amount (Units X Unit Price) in the Amount column.
   - ✓ Place the amount to be reimbursed in the Total block.
   - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. **Claimant's Certification:**
   Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. **Voucher Backup**
   - ✓ Attach CAARS monthly report.
   - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
   - ✓ Attach appropriate backup:
     - Payroll certification sheets and time sheets signed by Agency employee.
     - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
     - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
     - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
     - Emergency Response Systems – (Original Invoice)

   Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**
   - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
   - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
   - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. **Changes To The Budget** (including personnel):
   - ✓ Submit a Budget Revision and a justification for the change.

10. **Technical Assistance:**

If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456. Susie Perritano, Accounting Supervisor

APPENDIX D

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1)The dangers of drug abuse in the workplace;

2)The Contractor's policy of maintaining a drug-free workplace;

3)Any available drug counseling, rehabilitation, and employee assistance program; and

4)The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1)Abide by the terms of the statement; and

2)Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the

premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice,

investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

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

REQUEST FOR PROPOSAL (RFP)

Aging Services Contract – RFP
Oneida County Office for the Aging and Continuing Care

July 2, 2018

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- Cover Page
- Standard Assurances
- Program/Service Narrative/Outcomes
- Proposed Budget

Submit completed application to: Michael J. Romano
Director
Oneida County Office for the Aging & Continuing Care
120 Airline Street – Suite 201
Oriskany, New York 12434

Agency Name: Resource Center for Independent Living, Inc.

Address: 409 Columbia Street, PO Box 210

City/State/Zip Code: Utica NY 13503-0210

Contact Person: Zvia McCormick, Chief Executive Officer Telephone: 315-797-4642

Federal Employer Identification Number: 22-2518284

Service Area: Oneida County

Past Performance Data: (If applicable) _____

Number of individuals served in previous year: _____ Cost per individual: $21.00 per hour

Proposed services according to CAARS definitions:

	Service Category	Units of Activity
1.	Consumer Directed Care Fiscal Intermediary Services	
2.		
3.		
4.		
5.		

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the Oneida County Office for the Aging and Continuing Care (The "COUNTY") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
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 and without notice and without liability to any offer 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 offer or;
3. The COUNTY reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the COUNTY or another third party with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the program/service approved;
6. The grant may be terminated in whole, or in part, by the COUNTY. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the COUNTY. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the COUNTY for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration for Community Living, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this RFP and certifies that the contents are true and correct. The applicant has read the Standard Assurances (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____ Date: August 6, 2018
(Signature of person authorized to enter into an agreement)

Zvia McCormick, Chief Executive Officer
(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 2 CFR Part 376 (Non-procurement Debarment and Suspension)
- 20 CFR Part 641 (Provisions Governing the Senior Community Service Employment Program)
- 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 45 CFR Part 75 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards)
- 45 CFR Part 80 (Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 45 CFR Part 84 (Nondiscrimination on the Basis of Handicap)
- 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-5 [1/24/91])
- 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)
Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])
Civil Rights Act of 1964, Title VI, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 U.S.C. A. 206)
Hatch Act (5 U.S.C.A. 1501, et seq.)
Low Income Energy Assistance (42 U.S.C.A. 8621, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. 794) (Nondiscrimination)
Single Audit Act Amendments of 1996 (31 U.S.C.A. 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. 226, et seq.) and (7 C.F.R. 235, et seq.)
Office of Management and Budget (OMB):
- OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
- OMB Circular A-95 (Clearinghouse Review)
- OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
- OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations)
- OMB Circular A-122 (Cost Principles for Non-Profit Organizations)
- OMB Circular A-128 (Audits of State and Local Governments)
- OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action), as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions), and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations)
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656 et. seq.)
Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law 290, et seq.)
Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law 310, et seq.)
Executive Law, Article 7-A Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law 1710a, et seq.)
Expanded In-Home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
NYSOFA's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
NYSOFA Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
Legal Assistance Standards (94-PI-52 [12/29/94])
Weatherization Referral and Packaging Program (WRAP) Handbook.
Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
Governor's Executive Order 6 (Affirmative Action Efforts) (9NYCRR 4.19)
Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

2. The COUNTY has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.

3. The Applicant will formally enter into written contract with the COUNTY in accordance with Federal, State and local statutes, regulations and standards.

4. The Applicant shall obtain and submit to the COUNTY written agreements existing between the Applicant and any subcontractor and/or other service provider(s), who are providing support to this RFP.

5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.

6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.

7. The Applicant agrees to carry out contractual agreement(s) including COUNTY programs, in the Applicant's Service Area as detailed in this RFP.

8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.

9. The Applicant agrees to:

(a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation.

(b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there by any sectarian, partisan, or religious services.

counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.

(c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;

(d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;

(e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.

(f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;

(g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.

10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the COUNTY may provide or arrange for the provision of services, to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.

11. The Applicant agrees to comply with all reporting requirements as set forth by the COUNTY and agrees to attend required training programs as specified by the COUNTY.

12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.

13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.

14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislator Resolution No. 249 of May 29, 1999, 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 the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.

2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.

3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the COUNTY, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.

4. The COUNTY shall provide technical assistance to all contractors as requested. COUNTY shall monitor and assess all contractors. The COUNTY will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.

5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the COUNTY. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the COUNTY and the nature and amount of all expenditures claimed against such funds.

6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the COUNTY, and await COUNTY'S approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the COUNTY before these costs will be reimbursed.

7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the COUNTY. The Applicant will maintain and submit all supporting documentation for all vouchers.

8. The Applicant agrees to comply with all COUNTY policies and procedures related to contributions made by or on behalf of the participants.

9. The Applicant assures that it will submit to the COUNTY the necessary documentation for changes, additions, or deletions to this RFP.

PROGRAM SERVICE PLAN NARRATIVE

1. **Program/Service Plan**

   a.) Provide concise and detailed information regarding your proposed program/service plan.

The Resource Center for Independent Living, Inc. (RCIL) will provide Consumer Directed Care Fiscal Intermediary Services (CDCFI) for individuals receiving services through the Expanded In-Home Services for the Elderly Program (EISEP).

RCIL has extensive experience providing Consumer Directed Care Fiscal Intermediary Services as the organization has been providing the Consumer Directed Personal Assistance Program (CDPAP) since 1987. This program now serves 1,179 consumers utilizing more than 2,500 workers in 11 New York State counties including Oneida. Currently RCIL is providing Consumer Directed In-Home Services (CDIS) in Herkimer, Oneida, and Otsego Counties.

RCIL Consumer Directed Care Fiscal Intermediary Services are administered from the agency's main office at 409 Columbia Street, Utica, NY. The Oneida County Office for the Aging and Continuing Care Program Coordinator establishes consumer-driven, budget-based care plans for each program participant. As Fiscal Intermediary (FI), RCIL secures agreements with consumers and their workers of choice to ensure successful implementation of the individual consumer-driven care plans. RCIL, as the FI, reimburses consumers' workers in a timely manner for services approved by Oneida County OFACC Program Coordinator. RCIL has made a commitment to its direct service providers by establishing a minimum wage of $12 per hour with cost of living adjustments made on an annual basis when the organization's financial situation allows. In addition, RCIL offer all Direct Service Personnel Health, Dental, and Vision Insurance, 401K, Flexible Spending Accounts, and participation in the Employee Assistance Program. This helps RCIL to maintain its high retention rate of direct service providers.

The RCIL Consumer Directed Care Fiscal Intermediary Services (CDCFI) program follows the consumer-directed model of care. The consumer and/or the consumer's representative is responsible for managing care within the home by developing a care plan with the OFACC Program Coordinator and then identifying, interviewing, hiring, and training the worker/s. This includes ensuring the workers' time sheets and all documents are up to date, coordinating all activities with the RCIL CDCFI Coordinator, and maintaining effective communication to ensure timely services and that the workers are paid accurately and on time. RCIL, as the FI, serves as the employer of record and provides the consumer with the tools, training, and documents necessary to be an effective manager to ensure that the needs are met and that the highest quality services are provided.

b.) How it will be implemented, include all components.

RCIL serves as the "employer of record" for designated consumer directed in-home service workers based on prior authorization by the Oneida County OFACC Program Coordinator. RCIL is notified by the Oneida County OFACC Program Coordinator if any

modification to the prior authorization of services is made based on the changed needs of the consumer. RCIL handles the payroll functions and all the necessary paperwork related to consumers and their workers and provides Oneida County OFACC with all necessary information. The components of RCIL's CDCFI Services:

- Orient the consumer (and/or consumer representative) and hired In-Home Service Worker(s) in areas such as performing work duties, the call in/call out system, disaster preparedness, safety, *etc.*
- Communicate with the Oneida County OFACC Coordinator when problematic events and/or communication occur with the consumer to allow for agency response. Communication is especially important if there are any concerns about a consumer's ability to self-direct.
- Training for the consumer and/or the In-Home Service Worker(s), if requested by the consumer, that may include general program orientation, rules, responsibilities, expectations; the process for hiring an in-home worker; how to become a good managing supervisor, *etc.* (see below)
- Maintain a personal record for each In-Home Service Worker which shall include, at a minimum, copies of the enrollment forms, the annual worker health assessment, and the information needed for payroll processing and benefit administration.
- Maintain a file on each consumer with copies of all required documents provided by Oneida County OFACC Program Coordinator including authorization to provide services, consumer agreement, care plan, back-up plan, and other documents deemed necessary by either the Oneida County OFACC or RCIL.
- Process payroll for the In-Home Service Worker(s) including all withholding and Social Security taxes, insurance, unemployment, and workers' compensation benefits.
- Coordinate any fringe benefits such as health insurance and ensure the completion of annual worker health assessments.
- Inform the consumer or the representative that s/he may choose to request a background check on a potential In-Home Service Worker(s).
- Perform other tasks based on the needs of the consumer. These tasks may include varying levels of support and assistance to a consumer as s/he carries out the employer and personnel management-related responsibilities.

RCIL has a training program for participants of the consumer-directed programs and their In-Home Service Workers. Training modules are located on the RCIL website for easy access and repeated viewings. Participant modules include topics such as Program Overview, Recruiting Workers – How to find In-Home Workers, Interviewing and Hiring, Supervising, Problem Solving, Success Stories, and In-Home Worker Training Links as well as additional relevant resources.

To increase the individual knowledge of In-Home Workers to care for participants in their own homes, RCIL has developed a series of trainings that are available online. The intent of these trainings is to improve consumer safety and enhance the care provided. Participants can require their In-Home Workers to view the trainings that are most relevant to the needs of the consumer:

- Transfers – types/safety and lifting methods
- Pressure sore awareness – adjustments for cushions
- Communication – building rapport between the consumer and care provider

- Infection control and handwashing importance
- Bathing/Grooming/Skin care
- Oxygen administration
- Blood pressure concerns
- PICC line care
- Catheter Care
- Seizures
- Range of motion
- Ambulation
- Blood sugar monitoring
- Wound care
- Emergency situations
- CPR for wheelchair-bound individuals
- Heimlich maneuver for wheelchair-bound individuals
- First Aid

2. Staffing Pattern, Training, and Supervision

a.) Briefly describe the staffing pattern for your proposed program/service.

The staffing pattern for the CDCFI Services Program is as follows:

- Program Director has the ultimate responsibility and oversight of the Program;
- CDCFI Coordinator works closely with the consumer (see specific duties below);
- HR Liaison processes HR-related documents for the consumer's In-Home worker(s);
- Payroll Liaison processes payroll for the consumer's In-Home worker(s); and,
- Time and Attendance Coordinator monitors the telephony (call in/call out system), verifies timesheets, and enters information into the database as needed.

CDCFI Coordinator Responsibilities:

- Meet with consumer and potential In-Home Service worker(s) in consumer's home to introduce and explain the program.
- Obtain signed agreement from consumer.
- Review employment packet with consumer and the In-Home Service Worker(s): verify proper completion ensuring that the worker's physical, Mantoux test results, and Statement of Habituation is in place.
- Answer telephone inquiries and/or conflict calls.
- Make additional home visits to consumer as needed and requested by consumer.
- Record case notes for all consumer communication and meetings and maintain confidential files of all consumers.
- Conduct twice-yearly quality check telephone calls to each participant to determine participant satisfaction level and to address concerns or remove barriers.

b.) Describe staff on-going training and staff supervision.

The RCIL CDCFI Coordinator should have an Associate's degree in Human Services or related field. The Program Director supervises the Coordinators who must have a working knowledge of Medicaid, the Americans with Disabilities Act (ADA), and the

Independent Living Philosophy. RCIL employees must remain current on all mandatory agency annual trainings.

3. **Monitoring & Self-Evaluation Plan**

a.) Describe your methods for regularly following the progress (Performance Targets) of your proposed program/service.

The RCIL CDCFI Coordinator maintains regular and on-going communication with the consumer through phone conversations and e-mails as necessary to ensure the consumer has the supports and trainings needed to be completely satisfied with the consumer-directed services. The CDCFI Coordinator will also go to the consumer's home as necessary for face-to-face visits to help resolve any issues, problems, or concerns or to provide further training. At a minimum, the RCIL CDCFI Coordinator will call each participant twice yearly to assess satisfaction, identify and remove barriers, or to address concerns.

The RCIL CDCFI Coordinator maintains case notes of all communication with the consumer and maintains it in a confidentially secure file. The RCIL CDCFI Coordinator will communicate with the RCIL Program Director as well as with the Oneida County OFACC Program Coordinator when problematic events and/or communication occur with the consumer.

b.) How will your self-evaluation measure the validity of your outcomes?

Regular communication with the consumer through phone conversations, e-mails, and face-to-face meetings allows the RCIL CDCFI Coordinator to make on-going assessments to ensure that the consumer has all necessary supports, trainings, and assistance. Documentation of all communication and interactions with the consumer in the consumer's file provides the RCIL CDCFI with a record of the activities and interventions and enables tracking of all progress. By calling the consumer at least twice per year and physically visiting the consumer at the initiation of services, the RCIL CDCFI Coordinator will be able to document and track the consumer's satisfaction with program services, discuss concerns, and then assist to find solutions to any problems. Through this combination of on-going open communication, a minimum of at least two RCIL CDCFI Coordinator-initiated phone calls per year, and at least one visit to the consumer's home, RCIL will be able to measure the validity of the consumer's satisfaction with program services and gauge the level of satisfaction with the quality of life as a result of participating in the program.

4. **Programs/Service Efficiencies**

a.) Briefly describe how your proposal will provide the most efficient use of public funds.

When compared to the average nursing home rate of $320 per day in the Central New York Region, $116,664 annually (NYS DOH), the cost savings offered by CDC is clear. This type of program offers an alternative approach to helping seniors to remain independent in their homes and avoid premature nursing home placement, saving our community approximately $150 million dollars annually. Due to the soaring health care costs in the nation, it is imperative to offer high quality in-home services at a reasonable cost.

PROGRAM/SERVICE PLAN
OUTCOMES

5. **Outcomes**

List specific, measurable outcomes for your proposed plan (Program outcomes should be benefits from the participant's perspective). Include under each Outcome, performance targets which are essential steps or milestones that help define and measure a client or participant's interaction with the program/service on their way to a successful result or outcome.

Outcome #1: Consumers will experience satisfaction with the RCIL CDCFI Program by reporting approval with the quality of support, training, and assistance that they receive from RCIL as the Fiscal Intermediary to successfully hire, train, and manage workers effectively and efficiently.

Performance Target: 90% of consumers will report approval with the quality of support, training, and assistance that they receive from RCIL as the fiscal intermediary to successfully hire, train, and manage In-Home Worker(s) effectively. Attainment of this performance target will be measured by all interactions and communication between the RCIL CDCFI Coordinator and consumers, and the results and recommendations of these interactions documented in each individual's case notes. RCIL's CDCFI Coordinator will call the consumer at least twice per year to follow-up with program services and to discuss any concerns.

Outcome #2: Consumers will experience an enhanced quality of life through participation in the CDCFI Program by reporting satisfaction and approval of the delivery of services provided by their In-Home worker(s) that allows them to remain living at home in the community.

Performance Target: 90% of consumers will experience an enhanced quality of life through participation in the CDCFI Program by reporting satisfaction and approval of the delivery of services provided by their In-Home Worker(s) that allows them to remain living at home in the community. Attainment of this performance target will be measured by all interactions and communication between the RCIL CDCFI Coordinator and consumers, and the results and recommendations of these interactions documented in each individual's case notes. RCIL's CDCFI Coordinator will call the consumer twice per year to follow-up with program services and to discuss any concerns.

Outcome #3: Consumers will receive high quality, dependable services from their direct service personnel as evidenced by consistent retention levels of direct service staff.

Performance Target: Direct service personnel employee retention rates will remain stable throughout the contract period.

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

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DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care (OFA/OCC) provides a single point of entry for individuals requiring services. As a designated Area Agency on Aging, OFA/OCC serves an active caseload of approximately 2,000 clients; each with one or more in-home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both OFA/OCC's direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. OFA/OCC is responsible for receiving referrals and supplying in-home visits, psycho-social needs assessments, information and assistance, care planning and case assistance. OFA/OCC also make the necessary referrals to needed services and brokerage case management with a regular reassessment of the client's status.

Oneida County Office for the Aging and Continuing Care Mission Statement

Serve as lead agency for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide access to programs and services that will meet the need of vulnerable individuals.

Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve positive outcomes for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek non-traditional sources of funding to enhance services and programs in the community.

Program Descriptions

A. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervises and monitors personal care and nutrition. Participants attend, on average, one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

B. Volunteer Transportation:

Rides are provided by volunteers for individuals needing transportation and an escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

C. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord-tenant issues.

D. Senior Evidenced-Based Health Promotion Program:

Health education and preventative activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

E. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

F. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, and agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

ONEIDA COUNTY OFFICE FOR THE AGING
PROPOSED BUDGET REQUEST

Contractor Name: Resource Center for Independent Living, Inc.
Address: 409 Columbia Street, PO Box 210
Utica, NY 13503-0210
Phone: 315-797-4642
Prepared by: Kristin Case

PROGRAM / SERVICE:
Aging Services Contract
RFP # 2018-243 Aging Services

Contract Period: January 1, 2019 - December 31, 2021

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	21,583,850	1,240,919	20,342,931
2. FRINGE BENEFITS	5,085,733	310,230	5,085,733
3. CONSULTANTS	0	0	0
4. EQUIPMENT	0	0	0
5. TRAVEL	54,636	3,141	51,495
6. RENT	29,828	1,715	28,113
7. COMMUNICATIONS	27,363	1,573	25,790
8. PRINTING/SUPPLIES	10,122	582	9,540
9. OTHER EXPENSES	274,209	15,765	258,444
10. SUBCONTRACTS	0	0	
11. TOTAL BUDGET	$27,065,741	$1,573,925	$25,802,046
12. ANTICIPATED INCOME	27,885,531		27,885,531
NET TOTAL (11 LESS 12)	-819,790	1,573,925	-2,083,485
13. OFA GRANT	0		0
14. PROVIDER FUNDS	-819,790	1,573,925	-2,083,485
15. UNITS (15342.05/yr)			
UNIT COST FOR THE GRANT			

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

I. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Direct Care Staff	$17,853,175		$1,122,042	100%	$17,853,175	$18,394,124
Title: Direct Care Staff					Current	Annualized
FTE: 1176						
Administrative Staff	$1,891,495		$118,877	100%	$1,891,495	$1,948,807
Title: Administrative					Current	Annualized
FTE: 18						
TOTAL PERSONNEL	$1,891,495		$1,240,919	100%	$19,744,668	$20,342,931

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

2. FRINGE BENEFITS:

Composite Percentage: 25%

TOTAL $5,085,733

3. CONSULTANTS:

Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session)	Amount
Name:				
Title:				
Name:				
Title:				TOTAL

x 3 years

4. EQUIPMENT: (List only items having a unit cost of $300 or more. For all equipment rentals, attach copy of agreement.)

Item And Description (Unit Cost of $300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program

Briefly describe equipment items with a unit cost of less than $300.

TOTAL

4. TRAVEL: (Staff)

Mileage $51,495 @ 0.5 per mile

Tolls & Parking

Public Transportation

Volunteer Mileage

for 102,990 Miles

NOTE: See "Other Expenses" for Conferences, Seminars & Training

TOTAL $51,495

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

6. RENT: (Include information below for rental property. Also include maintainance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.

1. Location: 1607 Genesee Street Utica, NY		Owner: RCIL			
Square footage: @	$1.00	per sq. ft.		in-kind [ ]	
Monthly Rental	$2,197.25	x 12 =	$26,367.00	annually	
Utilities	$75.50	x 12 =	$906.00	annually	
Maintainance-in-lieu of rent					
2. Location: 1607 Genesee Street Utica, NY		Owner: Wesley Smith Realty			
Square footage: 2 parking bays for vans		per sq. ft.		in-kind [ ]	
Monthly Rental	$70	x 12 =	$840	annually	
Utilities		Janitorial Services			
Maintainance-in-lieu of rent					
3. Location:		Owner:			
Square footage: @		per sq. ft.		in-kind [ ]	
Monthly Rental		x 12 =			
Utilities		Janitorial Services			
Maintainance-in-lieu of rent					
				TOTAL	$28,113

7. COMMUNICATIONS:

Used for program's use only

	Telephone	Cell	Modem
Number of lines	12.75	3	
Average charge per month	$ $16.18	$ 31.43	$

Telecommunications :	$ $300.58	(12.75) landlines & (3) Cell Phones/month	
Postage: (general mailing)	$ $1,848.58	Number of pieces:	
Postage: (bulk mailing)	$	Number of mailings:	per month
Others:	$		
		TOTAL	$25,790

8. PRINTING AND SUPPLIES:

Be specific in listing printing and supply needs used by the program only.

Printing: (description of item)	Quantity	Total Cost	
Printing		$338	
Supplies:			
General Office Supplies		$457	
Totals per month		$795	
		TOTAL	$9,540

9. OTHER EXPENSES: (List specific items and costs.)

Insurance	$	Medical Exams	$6,463/mo		
Bonding	$	Software	$12,512/mo		
Equip. Maint. & Repair	$	Backgrounds	$1,167/mo		
Vehicle Maint. & Repair	$	Data Processing	$142/mo		
Conferences, Seminars & Training	$	Other (specify below):			
Membership & Subscriptions	$448/mo	Small Equipment	$392/mo		
Legal/Audit	$342/mo	Consumer Fees	$71/mo		
		Totals per Month	21537	TOTAL	$258,444

10. SUBCONTRACTORS: (List each contract and cost; attach sugcontractor budget necessary.)

Name		
	$	
	$	
		TOTAL

12. ANTICIPATED INCOME:

A. Source	Amount	
1) Other Providers	$900,310	
2) Medicaid	$26,985,221	
B. Total Income(lines 1-6)	$27,885,531	
C. Less Income used as matching funds		
		TOTAL (3 minus 4) $27,885,531

13. OFA FUNDS REQUESTED:

TOTAL

14. PROVIDER FUNDS:

Source:	Amount	
	$	
	$	
	$	
Plus: Income used as Matching funds(item 12C)		
		TOTAL

REQUEST FOR PROPOSAL (RFP)

Aging Services Contract – RFP
Oneida County Office for the Aging and Continuing Care

July 2, 2018

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- Cover Page
- Standard Assurances
- Program/Service Narrative/Outcomes
- Proposed Budget

Submit completed application to:

Michael J. Romano
Director
Oneida County Office for the Aging & Continuing Care
120 Airline Street – Suite 201
Oriskany, New York 12434

Agency Name: Resource Center for Independent Living, Inc.

Address: 409 Columbia Street, PO Box 210

City/State/Zip Code: Utica NY 13503-0210

Contact Person: Zvia McCormick, Chief Executive Officer Telephone: 315-797-4642

Federal Employer Identification Number: 22-2518284

Service Area: Oneida County

Past Performance Data: (If applicable) _____

Number of individuals served in previous year: _____ Cost per individual: $90.00/day

Proposed services according to CAARS definitions:

	Service Category	Units of Activity
1.	Social Model Adult Day Services	
2.		
3.		
4.		
5.		

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the Oneida County Office for the Aging and Continuing Care (The "COUNTY") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
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 and without notice and without liability to any offer 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 offer or;
3. The COUNTY reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the COUNTY or another third party with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the program/service approved;
6. The grant may be terminated in whole, or in part, by the COUNTY. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the COUNTY. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the COUNTY for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration for Community Living, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this RFP and certifies that the contents are true and correct. The applicant has read the Standard Assurances (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____ Date: August 6, 2018
(Signature of person authorized to enter into an agreement)

Zvia McCormick, Chief Executive Officer
(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 2 CFR Part 376 (Non-procurement Debarment and Suspension)
- 20 CFR Part 641 (Provisions Governing the Senior Community Service Employment Program)
- 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 45 CFR Part 75 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards)
- 45 CFR Part 80 (Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 45 CFR Part 84 (Nondiscrimination on the Basis of Handicap)
- 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-5 [1/24/91])
- 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)
Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])
Civil Rights Act of 1964, Title VI, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 U.S.C. A. 206)
Hatch Act (5 U.S.C.A. 1501, et seq.)
Low Income Energy Assistance (42 U.S.C.A. 8621, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. 794) (Nondiscrimination)
Single Audit Act Amendments of 1996 (31 U.S.C.A. 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. 226, et seq.) and (7 C.F.R. 235, et seq.)
Office of Management and Budget (OMB):
- OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
- OMB Circular A-95 (Clearinghouse Review)
- OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
- OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations)
- OMB Circular A-122 (Cost Principles for Non-Profit Organizations)
- OMB Circular A-128 (Audits of State and Local Governments)
- OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations)
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

New York State Elder Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656 et. seq.)
Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law 290, et seq.)
Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law 310, et seq.)
Executive Law, Article 7-A Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law 171Oa, et seq.)
Expanded In-Home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
NYSOFA's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
NYSOFA Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
Legal Assistance Standards (94-PI-52 [12/29/94])
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
Governor's Executive Order 6 (Affirmative Action Efforts) (9NYCRR 4.19)
Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

2. The COUNTY has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.

3. The Applicant will formally enter into written contract with the COUNTY in accordance with Federal, State and local statutes, regulations and standards.

4. The Applicant shall obtain and submit to the COUNTY written agreements existing between the Applicant and any subcontractor and/or other service provider(s), who are providing support to this RFP.

5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.

6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.

7. The Applicant agrees to carry out contractual agreement(s) including COUNTY programs, in the Applicant's Service Area as detailed in this RFP.

8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.

9. The Applicant agrees to:

(a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation;

(b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there by any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.

(c) refrain from using funds to advance any partisan candidate or effort, however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;

(d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;

(e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.

(f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;

(g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.

10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the COUNTY may provide or arrange for the provision of services to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.

11. The Applicant agrees to comply with all reporting requirements as set forth by the COUNTY and agrees to attend required training programs as specified by the COUNTY.

12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.

13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.

14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislator Resolution No. 249 of May 29, 1999, 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 the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.

2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.

3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the COUNTY, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.

4. The COUNTY shall provide technical assistance to all contractors as requested. COUNTY shall monitor and assess all contractors. The COUNTY will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.

5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the COUNTY. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the COUNTY and the nature and amount of all expenditures claimed against such funds.

6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the COUNTY, and await COUNTY'S approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the COUNTY before these costs will be reimbursed.

7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the COUNTY. The Applicant will maintain and submit all supporting documentation for all vouchers.

8. The Applicant agrees to comply with all COUNTY policies and procedures related to contributions made by or on behalf of the participants.

9. The Applicant assures that it will submit to the COUNTY the necessary documentation for changes, additions, or deletions to this RFP.

Program Service Plan – Narrative

1. Program/Service Plan

a.) Provide detailed information regarding your proposed program/service plan.

The RCIL Social Adult Day Services (SADS) Program is a dynamic social model adult day care service that has been operating since 1984. The SADS Program provides aging individuals with functional limitations, including those diagnosed with Alzheimer's disease and related dementias, structured and comprehensive program activities in a stimulating and highly interactive environment. The SADS Program is designed to support independent living and socialization and to assist individuals to maintain connections to family and community. Individuals receive supervision, personal care, nutritious meals and snacks, and door-to-door transportation, and they can choose to participate in a wide variety of program activities based on their personal interests and preferences. Activities may include arts and crafts, current events, low-impact physical exercises, walks, cooking, performances from local entertainers, and more.

The RCIL SADS Program operates at 1607 Genesee Street, Utica, NY and serves 30 – 40 elderly individuals per day, 8:00am-5:00pm, 5 days a week. It operates year-round for approximately 82 unduplicated participants and 90 caregivers per year. The program provides a minimum of 5 hours and a maximum of 10 hours of supervised care per day with an average of 6 to 6.5 hours per day and extended hours for individuals when needed.

Since 1984 SADS has made it possible for seniors with functional limitations to stay at home in the community with their families avoiding and/or delaying unnecessary institutional placement while at the same time providing much needed respite and other supports and services for caregivers.

b.) How it will be implemented, include all components.

Implementation of the RCIL SADS Program is achieved through delivery of program components designed to support seniors to maintain their independence while providing much needed respite and other important supports and services to caregivers. Components of the RCIL multifaceted SADS Program include the following:

- Participant in-home evaluation/assessment, individualized care planning, supervision and monitoring, ongoing service coordination, and case management;
- Personal Care services including grooming, bathing, toileting, cueing, use of adaptive equipment, mobility, transfers, eating, and supervision of self-medication;
- Daily programming in a structured and nurturing environment with educational, cultural, and recreational enrichment activities such as music and art therapy, creative writing, low-impact exercise, crafts, intergenerational events, community presentations, and other activities as desired by participants;
- Quiet areas where consumers can seek counseling, private conversation, rest time, or a break when sensory stimulation becomes overwhelming;
- A nutritious and complete meal which provides 1/3 of the daily nutritional requirements at noon each day along with a wholesome continental breakfast and nutritious snacks;
- Door-to-door transportation to and from the program site.

RCIL has expanded the SADS program to include the "Seasons at RCIL" outdoor garden space. Now that the garden is complete, participants enjoy outdoor activities such as exercising, walking, gardening, various social interactions, and more in the garden space.

2. Staffing Pattern, Training, and Supervision

a.) Briefly describe the staffing pattern for your proposed program/service.

The SADS Program has a staff-to-consumer ratio of 1:7 for onsite services and 1:4 when in the community. The SADS Program employs additional program aides on a *per diem* basis when program census increases. All staff are qualified and trained to work directly with elderly individuals

with functional limitations. Consumers' whereabouts, activities, and current needs are monitored by staff at all times. Specific duties for the SADS position are listed below along with the number of persons filling each position in parentheses.

Senior Program Director (.2 FTE): Ultimate responsibility for the administration of the program. Oversees all program activities and staff supervision; monitors all budget allocations; reviews and approves contract and grant reports; manages contract negotiations and approves contracts.

Manager of Elderly Services (1.0 FTE): Manages all activities of the program; monitors all grants; prepares and submits contract reports; monitors each funding source; prepares monthly statistics for billing; updates and develops program policies and procedures; and remains current on legislation affecting the elderly while also overseeing daily operations including staffing, programming, and all documentation and reporting requirements. She is responsible for assessing new participants and overseeing the In-Home Companion Care Program as well as developing and maintaining relationships with the caregivers, participants, and staff.

Administrative Assistant (1.0 FTE): Maintains SADS database, handles daily calls to participants and caregivers to coordinate transportation, completes billing paperwork, processes and disseminates timesheets.

Program Aide (4.0 FTE): Provides direct assistance and personal care to participants; assists in meal preparation and cleanup; assists SADS staff and participants with activities; assists participants to enter and exit program transportation vehicles; assists consumers with activities and socialization skills. All program aides are Personal Care Attendant (PCA) certified.

Service Coordinator (1.0 FTE): Screens new participants for initial assessment into SADS; provides case management and advocacy for and with participants; meets weekly with SADS direct care staff for participant case reviews.

Activities Specialist (1.0 FTE): Develops and implements appropriate skill and leisure activities for participants; assists participants with independent living skills; trains staff and participants for and conducts mandatory fire drills.

Drivers (1.5 FTE): Drive the RCIL vans to provide door-to-door transportation for SADS participants who require it.

Cook (.8 FTE): Prepares a continental breakfast, nutritious snacks, and balanced lunch for SADS participants.

b.) **Describe staff on-going training and staff supervision.**

The SADS Program provides all NYSOEA required training outlined in its Technical Assistance Memorandum.

The SADS Program provides staff with annual trainings:

- Orientation to the SADS Program and the community;
- Working with the elderly, participant rights, safety, and accident prevention;
- Six hours of annual in-service training to review, develop, and expand skills/knowledge;
- Use of fire extinguishers, written procedures concerning evacuation, emergency situations, and emergency numbers; and,
- Use of AED.

The SADS Program provides training relevant to staff specific to their respective job descriptions including all assigned tasks and responsibilities. Documentation of trainings provided to staff is maintained in the employee files.

Training requirements for SADS Staff:

- Prior to delivering any services, all service staff must complete basic training or have equivalent knowledge and skills in orientation to personal care skills, body mechanics, and behavior management.

Additional training is provided to SADS staff within three months of employment. Training is directed by a registered professional nurse, social worker, and/or appropriate professional with at least a Bachelor's degree or four years professional experience in an area related to the delivery of human

services or education. Training totals at least twenty hours of group, individual, and/or on-the-job training covering socialization skills and activities, supervision and monitoring, personal care skills, family relationships, mental illness and mental health, de-escalation, Alzheimer's disease and related dementias, treatment and diagnosis of Alzheimer's disease, and cardiopulmonary resuscitation.

The following are acceptable equivalents for training requirements:

- Personal care training approved by SDSS; or
- Home health aide or nurse's aide training approved by SDOH.

Persons who have completed adult day care worker training approved by Office for People with Developmental Disabilities (OPWDD) may be considered to have met those portions of the training requirements which the program judges as equivalent. Documentation of equivalent training is maintained in employee files.

SADS provides the following Department of Health (DOH) Traumatic Brain Injury (TBI) trainings to staff: Introduction to TBI • Program Philosophy • Overview of Waiver Services • Participants Rights and Responsibilities • HIPPA • Incident Reporting Policy • Development of Detailed Plan Intervention • Basic Safety and Emergency Procedures • Effective Crisis Intervention • Methods to Provide Support for Health and Welfare • Team Meetings • HCBS/TBI Incident Reporting Policy • Review of all new policies and/or procedures required by the HCBS/TBI Waiver • Review of HCBS/TBI participant rights and responsibilities • Additional topics relating to findings of satisfaction surveys, incident reports • Roles and Responsibilities for Staff, including Job Description, Record Keeping, Procedures for Effective Communication with the Service Coordinator and other Service Providers • Procedures for Individual Goal Setting • Orientation to Program Development and Scheduling • Methods of Working with Participants in Group Settings • Procedures for Fire and Safety • Responsibilities for the Director including Supervision and Training of Staff • Responsibility of Program Staff to the Director.

SADS provides the following OPWDD trainings:
Individual Rights, and Individual Abuse and Incident Reporting • Health and Personal Hygiene • Signs and Symptoms of Illness • Developmental and Behavioral Needs • Basic Skills Necessary for Meeting the Needs of the Individual • CPR • First Aid and Safety • Fire and Safety • Characteristics of Individuals Served • Van Driver Training • Strategies for Crisis Intervention Prevention • Right to Know Law • HIPPA

3. Monitoring & Self-Evaluation Plan

a.) Describe your methods for regularly following the progress (Performance Targets) of your proposed program/service.
All individuals enrolled in SADS have Care Plans that are jointly developed within 30 days of admission. Those involved in developing this plan include the participant, caregiver(s) and any other staff as appropriate. Assessments are facilitated by the SADS Case Manager and take place within the SADS Program. The Care Plan is consistent with the specific needs of the individual and includes strategies for achieving optimal levels of independence and for developing new capacities and interests. Each individual is involved in the development and implementation of the Care Plan which becomes a permanent part of the consumer's file. It is reviewed and revised annually or when a change in the person's condition warrants. Observations are recorded in the case notes and shared regularly with caregivers.

b.) How will your self-evaluation measure the validity of your outcomes?
Documentation from Care Plans clearly demonstrates that participant outcomes are the result of carefully developed objectives and interventions offered by SADS. Care Plan progress is tracked every year or as life changes warrant. Participant goals, objectives, and outcomes are adjusted as appropriate. This provides a consistent venue to monitor progress and to identify the changes that occur and require adjustments to the Care Plan.

4. **Programs/Service Efficiencies**

a.) **Describe how your proposal will provide the most efficient use of public funds.**

When compared to the average nursing home rate of $320 per day in the Central New York Region, $116,664 annually (NYS DOH 2018), the cost savings offered by SADS is clear. This type of program offers an alternative approach to helping seniors to remain independent in their homes and avoid premature nursing home placement, saving our community approximately $150 million dollars annually. Due to the soaring health care costs in the nation, it is imperative to offer high quality care services for a reasonable cost.

PROGRAM/SERVICE PLAN OUTCOMES

5. **Outcomes – List specific, measurable outcomes for your proposed plan.**

Objectives

1. **Objective:** To provide adult day services for the purpose of preventing or delaying institutional care.
Measurable Outcome: Participants will remain actively enrolled in the SADS program and not require nursing home placement for an average of 12 months or longer.
Tasks: The contractor provides a variety of long term services and supports to participants and their caregivers designed to prevent or delay the need for institutional care.
Reports: Participant length of enrollment for discharged participants is reported quarterly to NYSOFA.

2. **Objective:** To provide adult day services for the purpose of improving the quality of life for adults with functional limitations.
Measurable Outcome: All participant service plans are signed by participants and/or caregivers to document that they had input into planned activities, nutrition, personal care, and all other services.
Tasks: Within 30 days of admission and then at least annually, the contractor will develop a service plan with the participant and caregiver to ensure that they have input into planned activities, nutrition, personal care, and all other services.
Reports: Participant records shall include documentation of participant and/or caregiver input into service plans. (Reported to NYSOFA quarterly on new participants.)
Measurable Outcome: At least 75% of participants and/or caregivers are satisfied that participants have meaningful, purposeful activities of their choice.
Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by participants and caregivers at least annually and upon discharge.
Reports: A summary of participant and caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

3. **Objective:** To provide adult day services for the purpose of providing respite for informal caregivers.
Measurable Outcome: At least 75% of informal caregivers are satisfied that they have received respite and that they feel a relief from the demands of daily care of an older adult.
Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by caregivers at least annually and upon discharge.
Reports: A summary of caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

Optional Objectives

Meaningful Activities Objectives

1. **Objective:** To provide adult day services for the purpose of improving the quality of life of adults with functional limitations by offering meaningful and purposeful activities.
Measurable Outcome: Participants will have opportunities to participate in meaningful, purposeful activities that are culturally competent and provided in a person-centered approach. The SADS program will offer evidence-based or evidence-informed programs and/or creative arts activities.

Tasks: The contractor will provide weekly activities that include evidence-based or evidence informed programs and creative art activities.
Reports: Quarterly reports will describe the evidence-based/informed programs and the creative arts activities. (Monthly calendars submitted to NYSOFA quarterly.)
Measurable Outcome: Service Plans will show person-centered approaches and cultural sensitivities.
Tasks: The contractor will develop service plans with participants and caregivers that reflect cultural sensitivities and a person-centered approach.
Reports: Biannually three service plans will be reviewed for person-centered approach and cultural sensitivity. (Submitted to NYSOFA.)

Dementia Specific Personal Care/Communication Objectives

1. **Objective:** To provide dementia-capable adult day services.
Measurable Outcome: All SADS program staff - paid and unpaid - are trained to provide dementia capable adult day services including personal care and communication skills. Participants will have moderate to total assistance with activities of daily living including toileting (care of incontinence), transfers and mobility, eating (being totally supervised or being fed). This may include showering and assistance with self-medication. Staff training records will document competency in dementia specific interventions. (Submitted to NYSOFA quarterly.)
Tasks: The contractor will provide training by a Registered Nurse in all personal care activities that the program provides and in dementia specific interventions including communication skills.
Reports: Quarterly reports will include the topic, summary of content, and names of staff that were trained. (Submitted to NYSOFA.)

Caregiver Supports and Services Objectives

1. **Objective:** To provide caregiver support services for the purpose of providing respite for informal caregivers.
Measurable Outcome: At least 75% of caregivers report a decrease of the stress/burdens of daily caregiving after receiving education, training, and the case coordination to facilitate respite.
Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by caregivers who receive education, training, and case coordination/assistance at least biannually and upon discharge.
Reports: A summary of caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

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DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care (OFA/OCC) provides a single point of entry for individuals requiring services. As a designated Area Agency on Aging, OFA/OCC serves an active caseload of approximately 2,000 clients, each with one or more in-home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both OFA/OCC's direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. OFA/OCC is responsible for receiving referrals and supplying in-home visits, psycho-social needs assessments, information and assistance, care planning and case assistance. OFA/OCC also make the necessary referrals to needed services and brokerage case management with a regular reassessment of the client's status.

Oneida County Office for the Aging and Continuing Care Mission Statement

Serve as lead agency for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide access to programs and services that will meet the need of vulnerable individuals.
Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve positive outcomes for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek non-traditional sources of funding to enhance services and programs in the community.

Program Descriptions

A. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervises and monitors personal care and nutrition. Participants attend, on average, one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

B. Volunteer Transportation:

Rides are provided by volunteers for individuals needing transportation and an escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

C. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord-tenant issues.

D. Senior Evidenced-Based Health Promotion Program:

Health education and preventative activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

E. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

F. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, and agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

ONEIDA COUNTY OFFICE FOR THE AGING
PROPOSED BUDGET REQUEST

Contractor Name: Resource Center for Independent Living, Inc.
Address: 409 Columbia Street, PO Box 210
Utica, NY 13503-0210
Phone: 315-797-4642
Prepared by: Kristin Case

PROGRAM / SERVICE:
Aging Services Contract
RFP # 2018-243 Aging Services

Contract Period: January 1, 2019 - December 31, 2021

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	356,528	19,516	337,012
2. FRINGE BENEFITS	89,392	5,139	84,253
3. CONSULTANTS	6,350	365	5,985
4. EQUIPMENT	0	0	
5. TRAVEL	806	46	760
6. RENT	24,149	1,388	22,761
7. COMMUNICATIONS	2,149	124	2,025
8. PRINTING/SUPPLIES	7,728	444	7,284
9. OTHER EXPENSES	144,457	8,305	136,152
10. SUBCONTRACTS	0	0	
11. TOTAL BUDGET	$631,561	$35,329	$596,232
12. ANTICIPATED INCOME	533,901		533,901
NET TOTAL (11 LESS 12)	97,660	35,329	62,331
13. OFA GRANT	0		0
14. PROVIDER FUNDS	97,660	35,329	62,331
15. UNITS (15342.05/yr)			
UNIT COST FOR THE GRANT (13 DIVIDED BY 15)			

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Maureen Ghent	$76,220		$930	20%	$15,244	$15,706
Title: Sr Program Director					Current	Annual
.2 FTE						
Nicole Hediger	$41,352		$2,435	90%	$39,917	$41,126
Title: Manager of Elderly Svcs					Current	Annual
.9 FTE						
John Matrulli	$25,740		$1,570	100%	$25,740	$26,520
Title: Administrative Assistant/Scheduler					Current	Annual
1 FTE						
Johanna Ayoub	$28,139		$1,716	100%	$28,139	$28,991
Title: Program Aide					Current	Annualized
1 FTE						
Diana Torres	$23,030		$1,405	100%	$23,050	$23,727
Title: Program Aide					Current	Annualized
1 FTE						
Heidi Castor	$21,450		$1,308	100%	$21,450	$22,100
Title: Program Aide					Current	Annualized
1 FTE						
Patricia Brennan	$25,116		$1,532	100%	$25,116	$25,877
Title: Program Aide .5 FTE/.5FTE ADS Driver					Current	Annualized
1 FTE						
Laurie Debejian	$25,116		$812	53%	$13,311	$13,715
Title: Service Coordinator					Current	Annualized
.5 FTE						
Laurie Mack	$34,905		$2,129	100%	$34,905	$35,963
Title: ADS Case Manager					Current	Annualized
1 FTE						
Carmella Bonacci	$28,139		$1,716	100%	$28,139	$28,991
Title: Recreation Therapist					Current	Annualized
1 FTE						
Richard Doyle						

	$26,520		$1,618	100%	$26,520	$27,524
Title: ADS Driver						
1 FTE					Current	Annualized
Angela Bradley	$24,375		$1,487	100%	$24,375	$25,114
Title: Program Aide						
1 FTE					Current	Annualized
Meredith Pfeifer Reid	$26,520		$857	53%	$14,056	$21,859
Title: ADS Food Service/Cook						
.5 FTE					Current	Annualized
TOTAL PERSONNEL	$333,401		$19,516	100%	$319,940	$337,012

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

2. FRINGE BENEFITS:

Composite Percentage: 25%

TOTAL $84,253

3. CONSULTANTS:

Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session)	Amount	
Entertainers				5985/yr	
Name:					
Title:					
Name:					x 3 years
Title:				TOTAL	$5,985

4. EQUIPMENT: (List only items having a unit cost of $300 or more. For all equipment rentals, attach copy of agreement.)

Item And Description (Unit Cost of $300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program

Briefly describe equipment items with a unit cost of less than $300.

TOTAL

4. TRAVEL: (Staff)

Mileage $760 @ 0.5 per mile

Tolls & Parking

for 1,520 Miles

Public Transportation

Volunteer Mileage

NOTE: See "Other Expenses" for Conferences, Seminars & Training.

TOTAL $760

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

6. RENT: (Include information below for rental property. Also include maintainance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.

1. Location: 1607 Genesee Street Utica, NY		Owner: RCIL			
Square footage: @	$0.27	per sq. ft.		in-kind [ ]	
Monthly Rental	$1,751.22	x 12 =	$21,014.64	annually	
Utilities	$75.50	x 12 =	$906.00	annually	
Maintainance-in-lieu of rent					
2. Location: 1607 Genesee Street Utica, NY		Owner: Wesley Smith Realty			
Square footage: 12 parking bays for vans		per sq. ft.		in-kind [ ]	
Monthly Rental	$70	x 12 =	$840	annually	
Utilities		Janitorial Services			
Maintainance-in-lieu of rent					
3. Location:		Owner:			
Square footage: @		per sq. ft.		in-kind [ ]	
Monthly Rental		x 12 =			
Utilities		Janitorial Services			
Maintainance-in-lieu of rent					
				TOTAL	$22,761

7. COMMUNICATIONS:

Used for program's use only

	Telephone	Cell	Modem
Number of lines	8	2	
Average charge per month	$ $22.43	$ 71	$

Telecommunications :	$ $93.43	(8) landlines & (2) Cell Phones/month	
Postage: (general mailing)	$ $75.33	Number of pieces:	
Postage: (bulk mailing)	$	Number of mailings:	per month
Others:	$		
		TOTAL	$2,025

8. PRINTING AND SUPPLIES:

Be specific in listing printing and supply needs used by the program only.

Printing: (description of item)	Quantity	Total Cost	
Printing			$165
Supplies: (used only for the program)			
Program supplies			$442
Totals per month			$607
		TOTAL	$7,284

9. OTHER EXPENSES: (List specific items and costs.)

Insurance	$	Medical Exams	$55/mo	
Bonding	$	Photocopying	$	
Equip. Maint. & Repair	$			
Vehicle Maint. & Repair	$1301/mo	Data Processing	$142/mo	
Conferences, Seminars & Training	$45/mo	Other (specify below):		
Membership & Subscriptions	$48/mo	Food Costs	$2512/mo	
Audit	$28/mo	Consumer Transport	$7215/mo	
	Totals per Month	11346	TOTAL	$136,152

10. SUBCONTRACTORS: (List each contract and cost; attach sugcontractor budget) necessary.)

Name		
	$	
	$	
		TOTAL

12. ANTICIPATED INCOME:

A. Source	Amount		
1) Many Hearts Fundraiser	$35,724		
2) Medicaid	$111,654		
3) Meal Reimbursement	$14,614		
4) OFA	$73,024		
5) MCO/Private Pays	$237,426		
6) Private Donations	$1,285		
7) State Grant	$60,174		
B. Total Income(lines 1-6)	$533,901		
C. Less Income used as matching funds			
		TOTAL (3 minus 4)	$533,901

13. OFA FUNDS REQUESTED:

	TOTAL

14. PROVIDER FUNDS:

Source:	Amount	
	$	
	$	
	$	
Plus: Income used as Matching funds(item 12C)		
		TOTAL

EXHIBIT B

AGREEMENT

THIS AGREEMENT ("Agreement") is by and between **RESOURCE CENTER FOR INDEPENDENT LIVING, INC.,** a domestic not-for-profit corporation organized and existing under the laws of the State of New York located at 131 Genesee Street, Utica, New York (hereinafter known as the "**CONTRACTOR**"), and the **COUNTY OF ONEIDA**, a municipal corporation organized under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York (hereinafter collectively known as the "**COUNTY**"); each a "**PARTY**" and collectively the "**PARTIES.**"

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration on Aging-Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA), Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Conggregate Services Initiaitive (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers Act (MIPPA)/Senior Health Insurance Program(SHIP), and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT**

   The terms and conditions of this Agreement shall **commence January 1, 2020** and **terminate December 31, 2020.**

2. AGREEMENT RENEWAL

A. At the **COUNTY'S** sole discretion, this Agreement may be renewed for three (3) additional one-year terms.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

3. SCOPE OF SERVICES

A. The **CONTRACTOR** shall provide a Social Adult Day Care Services and Personal Care Assistance Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the **COUNTY** or its designated agents. The Consumers served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide the Services in Oneida County.

D. The **CONTRACTOR** shall provide the Services in accordance with all state, federal and local laws and regulations that govern such Services.

E. The **CONTRACTOR** agrees that all Consumers shall receive the Services only in accordance with an individualized **written** service plan that is based on the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. As specified in State of New York's regulations, all of the **CONTRACTOR'S** personnel, both paid and volunteer, shall attend any and all training necessary to perform the Services.

G. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of Gerontology and community based services; attendance at relevant local, state, or national training is encouraged.

H. The **CONTRACTOR** and the **COUNTY** shall hold periodic coordinating meetings as needed.

I. The **CONTRACTOR** and the **COUNTY** shall work cooperatively to develop comprehensive Services for Oneida County.

4. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that the **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the Services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the Consumer or the Consumer's caregiver in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for the Services that shall be provided in accordance with the terms and conditions of this Agreement, CSEP regulations, and the Caregiver Support III-E grants.

B The **COUNTY** shall reimburse the **CONTRACTOR** fifteen dollars ($15.00) per hour for each Consumer for a maximum amount of seventy-five dollars ($75.00) per day, which shall include the Services, meals, and transportation. A full day of the Services is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments at seven dollars fifty

cents ($7.50) per half hour when the Consumer is attending less than five (5) hours per day.

C. The total reimbursement paid by the **COUNTY** to the **CONTRACTOR** for the performance of the Services described in this Agreement shall not exceed one hundred one thousand five hundred dollars ($101,500.00).

D. Reimbursement shall be made in twelve (12) monthly installments upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C**.

E. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the Services detailed in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

F. The **COUNTY** reserves the right to withhold reimbursement under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective Services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
4. damage to the **COUNTY**; or
5. failure to carry out the Services in accordance with this Agreement.

G. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

6. **NO CLAIM FOR DAMAGE**

The **CONTRACTOR** shall make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

7. **EXPENSES**

The **CONTRACTOR** is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, and other general operating expenses.

8. **TRAINING**

The **CONTRACTOR** shall be fully responsible for all training necessary to maintain any licenses or certifications needed by the Assistants to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Services.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the Services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in

accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar Services to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that the **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention; or meeting.

D. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

E. The **CONTRACTOR** 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.

F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** or its Assistants' Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

G. The **CONTRACTOR** shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

12. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, AOA, the NYSOFA, and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United Sates shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., ***"This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging."***). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

13. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide the Services, shall provide the Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with

their need for such Services, and to meet specific objectives established by the **COUNTY** for providing the Services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the Services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that this Agreement with the **COUNTY** is for a program or service funded under the **COUNTY'S** Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR.**

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide the Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the **COUNTY**, for providing the Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

14. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached in **APPENDIX B.**

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending donation letters and collecting Consumer contributions for all Consumers who attend **COUNTY** funded Services. Any contributions received by the **CONTRACTOR** for **COUNTY** funded Consumer will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has provided the Services to the **COUNTY** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when this Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75, et seq.

16. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from or out of the performance of the Services by the **CONTRACTOR** and its agents, servants, employees or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of this Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its Assistants, agents, servants, volunteers or employees, or to any other person or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its Assistants, officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its Assistants, employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

17. <u>INSURANCE COVERAGE REQUIREMENTS</u>

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. Prior to the start of any Services, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants the **COUNTY** a limited power of attorney to

communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars ($3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. The 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,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTRACTOR** shall maintain CGL coverage for itself and the additional insured for the duration of this Agreement and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion of the Services.

F. Business Automobile Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million Dollars ($1,000,000.00) for the term of this Agreement. Business Automobile

Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars ($1,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirement paragraphs.

K. Reimbursement to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

18. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, as established by the NYSOFA Program Instruction 96-PI-43 (April 2011).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate Consumer records on each EISEP Consumer who receives Services pursuant to this Agreement; the **COUNTY** shall have access to the Consumer records upon request; the **COUNTY** shall have ownership of all Consumer's records and files.

D. The **CONTRACTOR** shall comply with policies ensuring Consumer confidentiality, as established by the **COUNTY,** when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

19. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other **PARTY.**

C. The **CONTRACTOR** agrees that in the event of termination, said **PARTY** shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in Service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

21. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument.

22. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

23. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof as **APPENDIX D.**

24. **CHOICE OF LAW/FORUM**

A. If either **PARTY** elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

25. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representation, successors and assigns.

26. **NON WAIVER**

No provision of this Agreement shall be deemed to have been waived by either **PARTY**, unless such waiver shall be set forth in a written instrument executed by such **PARTY**. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

27. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

28. **AUTHORITY TO ACT/SIGN**

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

29. **ADVICE OF COUNSEL**

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

IN WITNESS WHEREOF, the **PARTIES** have here unto set their hand on the date respectively stated.

RESOURCE CENTER FOR INDEPENDENT LIVING, INC.

Zvia McCormick, CEO — Date: 1/3/20

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive — Date: 4/14/20

OFFICE FOR THE AGING AND CONTINUING CARE

Michael J. Romano, Director — Date: 4/14/20

Approved:

By: Maryangela Scalzo
Maryangela Scalzo, Assistant County Attorney — Date: April 9, 2020

APPENDIX A

1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
11) 45 CFR Part 93 (New Restrictions on Lobbying)
12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
18) Hatch Act (5 U.S.C.A. §1501, et seq.)
19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R.§235, et seq.)
23) Office of Management and Budget (OMB):

a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)

b. OMB Circular A-95 (Clearinghouse Review)

c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)

d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)

e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)

f. OMB Circular A-128 (Audits of State and Local Governments)

g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)

24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)

25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)

26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)

27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)

28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)

29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])

30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])

31) Legal Assistance Standards (94-PI-52 [12/29/94])

32) Weatherization Referral and Packaging Program (WRAP) Handbook

33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)

34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)

35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)

36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
Voucher Instructions
for Units of Service Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care

2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).

3. **Date:** List month this claim covers.

4. **Vendor's Invoice Number:** leave blank

5. **Quantity/Description of Material or Service/Unit Price/Amount:**
   - ✓ State the number of units of service and the description of services performed during the month.
   - ✓ List the Unit Price as stated in the Contract Budget.
   - ✓ Place the amount (Units X Unit Price) in the Amount column.
   - ✓ Place the amount to be reimbursed in the Total block.
   - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. **Claimant's Certification:**
   Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. **Voucher Backup**
   - ✓ Attach CAARS monthly report.
   - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
   - ✓ Attach appropriate backup:
     - Payroll certification sheets and time sheets signed by Agency employee.
     - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
     - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
     - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
     - Emergency Response Systems – (Original Invoice)

   Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**
   - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
   - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
   - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. **Changes To The Budget** (including personnel):
   - ✓ Submit a Budget Revision and a justification for the change.

10. **Technical Assistance:**
   - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

   i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

   ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

   iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

   i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

   ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

   i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

   ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

   iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however,

assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing

tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity

in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall

take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

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

SECOND RENEWAL AGREEMENT

This Second Renewal made and entered into by and between the Resource Center for Independent Living, Inc.., a domestic not-for-profit corporation with principal offices located at 131 Genesee Street, Utica, New York and a mailing address of P.O. Box 210, Utica, New York 13503-0210, hereinafter known as the "Contractor," and the County of Oneida, a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services' Office for the Aging, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively known as the "County." All parties to this Second Renewal are hereinafter collectively known as the "Parties."

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides services to Oneida County residents, hereinafter referred to as the "Original Agreement," (County contract number 75227), a copy of which is attached hereto as Exhibit "A." The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, the Original Agreement included terms that allow the County to renew the agreement for an additional four (4) consecutive one-year terms; and

WHEREAS, the Parties previously entered into a First Renewal to the Original Agreement for a term of January 1, 2020 through December 31, 2020; and

WHEREAS, the Parties are desirous of entering into a Second Renewal to the Original Agreement:

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties hereto agree as follows:

1. This Second Renewal to the Original Agreement shall commence January 1, 2021 and terminate December 31, 2021.

2. The total reimbursement from the County to the Contractor for the term of this Second Renewal shall not exceed eighty thousand dollars ($80,000.00).

3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF, the County and the Contractor have signed this Second Renewal on the date stated.

Resource Center for Independent Living, Inc.

COO (for ZM) Date: 4/30/2021

Zvia McCormick
Chief Executive Officer

County of Oneida

Date: 7/23/21

Anthony J. Picente, Jr.
Oneida County Executive

Oneida County Department of Family and Community Services

Date: 5/7/21

Colleen Fahy-Box
Commissioner

Approved:

Kimberly A. Kolch
Assistant County Attorney

THIRD RENEWAL

This Third Renewal made and entered into by and between **RESOURCE CENTER FOR INDEPENDENT LIVING, INC.,** a not-for-profit corporation as defined in §102 (a)(5) of the New York Not-For-Profit Corporation Law with its principal offices at 131 Genesee Street Utica, New York 13501, hereinafter known as the "CONTRACTOR," and the **COUNTY OF ONEIDA,** a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, hereinafter known as the "COUNTY," by and through its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, New York 13424. Each party to the Third Renewal shall be known individually as a **"PARTY"** and collectively, the **"PARTIES."**

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an agreement whereby the CONTRACTOR provides Social Adult Day Care and Level II Personal Care Assistance to Oneida County residents, hereinafter referred to as the "Original Agreement" (COUNTY contract number 75227), a copy of which is attached hereto as Exhibit "A." The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, the Original Agreement included a term that allows the COUNTY to renew the Original Agreement for four (4) additional one-year terms; and

WHEREAS, the PARTIES entered into a First Renewal for the term of January 1, 2020-December 31, 2020 (COUNTY contract number 91662), and a Second Renewal for the term of January 1, 2021- December 31, 2021 (COUNTY contract number 129294); and

WHEREAS, the PARTIES are desirous of entering into a Third Renewal to the Original Agreement regarding the following provisions:

NOW THEREFORE, in consideration of the mutual promises made herein, the PARTIES hereto agree as follows:

1. This Third Renewal to the Original Agreement shall commence January 1, 2022 and terminate December 31, 2022.

2. The Total reimbursement from the **COUNTY** to the **CONTRACTOR** for the term of this Third Renewal shall not exceed seventy-eight thousand dollars ($78,000.00).

3. All other terms of the Original Agreement remain in effect without change or alteration.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have signed this Third Renewal on the date respectfully stated.

ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive — **Date** 11/18/22

Michael J. Romano, Deputy Commissioner of Social Services — **Date** 10/28/22

Approved:

Maryangela Scalzo, Deputy County Attorney-Health and Human Services

RESOURCE CENTER FOR INDEPENDENT LIVING, INC.

Zvia McCormick, Chief Executive Officer — **Date** 10/27/22

Anthony J. Picente, Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

FN 20 24-023

December 5, 2023

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following purchase of service agreement for review and approval with Cayuga Home for Children d/b/a Cayuga Centers. The Department will contract for one (1) reserved bed in this shelter for youth in need of temporary respite services that are at risk of delinquent behavior, placement in higher levels of care, or require immediate short-term out of home placement (up to 90 days) due to emergency safety reasons.

The term of this agreement is from July 1, 2023, through June 30, 2024. The cost for the term of this agreement will not exceed $127,750.00, and the local cost to support this effort will not exceed $38,325.00 (30.00%).

If this agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

Enclosure

RECEIVED
JAN - 2 2024

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

Anthony J. Picente, Jr.
County Executive

Date 1-2-24

Oneida Co. Department Family and Community Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cayuga Home for Children
d/b/a Cayuga Centers
101 Hamilton Avenue
Auburn, New York 13021

Title of Activity or Services: One (1) Reserved Bed

Proposed Dates of Operations: July 1, 2023 through June 30, 2024

Client Population/Number to be Served: Youth who are at-risk of involvement with the child welfare or juvenile justice system and youth removed from their home due to emergency safety reasons.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor operates a respite and short-term program for at-risk youth in need of temporary shelter services and for youth who require immediate short-term out of home placement (up to 90 days). The Contractor will reserve and provide the Department with one (1) respite bed to be utilized by Oneida County youth.

2). Program/Service Objectives and Outcomes

The respite bed provides for the local temporary placement of youth who are identified as having the need for temporary respite care to prevent delinquent behavior or require immediate short-term out of home placement.

3). Program Design and Staffing Level

A facility providing basic care and maintenance which includes shelter, clothing, showers, meals, laundry, and snacks, and support services such as crisis intervention, referral services, therapy and counseling, case management, education support, job training and placement assistance, socialization shills, and family aftercare and reunification services.

Total Funding Requested: $127,750.00 per year

Oneida County Dept. Funding Recommendation: Account #: A6119.495
Mandated or Non-mandated:
Proposed Funding Source (Federal $ /State $ / County $)

FEDERAL	36.5 % -	$46,628.75
STATE	33.5 % -	$42,796.25
COUNTY	30.0 % -	$38,325.00

Cost Per Client Served:
Past performance Served: O.C. Department Staff Comments:

Oneida County Department of Family and Community Services

and

Cayuga Home for Children d/b/a Cayuga Centers

AGREEMENT

This Agreement, made this _____ day of _____, 2023 by and between the **County of Oneida**, a municipal corporation organized and existing pursuant to the laws of the State of New York, through its Department of Family and Community Services with its offices and principal place of business located at 800 Park Ave, Utica, New York 13501 (hereinafter collectively the **"County"**), and **Cayuga Home for Children, d/b/a Cayuga Centers**, a foster care agency otherwise authorized by the New York State Office of Children and Family Services (hereinafter the **"Contractor"**), having its principal office at 101 Hamilton Avenue, Auburn, New York 13021. All parties to the Agreement shall be collectively known as the "Parties."

WITNESSETH:

WHEREAS, the County, through its Department of Family and Community Services is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of the Social Services Law; and

WHEREAS, the Contractor, under the terms of its corporate authority has the power to provide respite and short-term care services as defined in Section 529-b of the Executive Law; and

WHEREAS, the County believes that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality respite and short-term care services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

SECTION I - TERM OF AGREEMENT AND RENEWAL

1. The term of this Agreement shall commence on July 1, 2023, and terminate on June 30, 2024, unless otherwise terminated pursuant to the terms of this Agreement (hereinafter referred to as the "Term").

2. The Parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the Term set forth herein or any renewal thereof, except as herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least (6) six months prior to the expiration of this Agreement.

3. If negotiations for a new Agreement have not been completed upon expiration of this Agreement or subsequent renewal, the parties must enter into a written interim continuation agreement covering the period until negotiations are completed and a new agreement is executed.

SECTION II - SCOPE OF SERVICES

1. The Contractor shall reserve and provide one (1) guaranteed bed ("Reserved Bed") to be used by Oneida County youth in need of respite care services and immediate short-term (up to 90 days) out of home placement as defined in Section 529-b of the Executive Law and according to the standards prescribed by the New York State Office of Children and Family Services ("OCFS") and as prescribed by federal and New York state laws and regulations, including, but not limited to, Article 6 of the Social Services Law; and 18 NYCRR Parts 427, 428, 430, 431, 441-451.

2. The Contractor warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Contractor further agrees to keep such required licenses, approvals and certificates in full force and effect during the Term of this Agreement, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required periods. The Contractor shall promptly notify the County of any enforcement action taken with respect to such license, approval or certificate and any action the Contractor is taking with respect thereto. The Contractor agrees to thereafter notify OCFS of such enforcement action and Contractor remediation.

3. The Contractor will maintain sufficient staff, facilities, and equipment, in full compliance with all applicable regulations of OCFS in order to provide the services set forth in this Agreement.

4. The Contractor will provide the services described in this Agreement at 202 Franklin Street, Auburn, New York 13021. The Contractor will provide the County with written notification of the location(s) of any additional support services to be provided.

5. The County is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of OCFS and applicable federal requirements. The County is also responsible for the determination of eligibility for federal adoption assistance, state adoption subsidy or kinship guardianship assistance in accordance with applicable federal and state standards.

6. The County is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies, and procedures of OCFS, and the New York State Department of Health and applicable federal requirements. The County is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

7. The Contractor agrees to comply with the terms and conditions as set forth APPENDIX A entitled "NEW YORK STATE CONDITIONS" and APPENDIX B entitled "STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES CONTRACTS PERSONNEL" both schedules attached as EXHIBIT A and made a part of this Agreement.

8. The Contractor agrees to comply with the additional standards and requirements set forth in SCHEDULE A entitled; "Youth and Family Resource Center Program Narrative", attached and made part of this Agreement.

SECTION III –COST & REIMBURSEMENT

1. The cost of reserving one (1) bed for one (1) day is called the "Contract County Per Diem Rate." Said rate is established by taking the actual program budget and dividing it by the total number of beds available for the year. The Contract County Per Diem Rate for this Agreement term shall be $350.00.

2. The County shall pay the Contract County Per Diem Rate of $350.00 for one (1) Reserved Bed. The total cost for the Reserved Bed shall not exceed $127,750.00.

3. If the County needs more than its Reserved Bed for a particular day, and said beds are available, this "Excess Utilization" shall be billed to the County at a daily rate of $350.00 per additional bed per day for each day in which the County's need exceeds the Reserved Bed. The Excess Utilization cost is in addition to the payment for the Reserved Bed.

4. The Contractor agrees that payment by the County is contingent upon the Contractor submitting an appropriate claim form, to the person designated by the County certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made. The Parties hereto expressly agree that payment for any services provided pursuant to this Agreement will be contingent on the County's continued receipt of applicable state and/or federal funding.

5. The Contractor shall be solely responsible for procuring, paying for, and maintaining any equipment or supplies necessary or appropriate for the performance of the services in this Agreement.

6. The Contractor shall provide the County access to any documents, records, software or any other information relevant to the services upon request of the County. Furthermore, the Contractor shall collect, maintain, and submit any other information the County may require the Contractor to obtain and provide.

SECTION IV – SPECIAL CIRCUMSTANCES

1. In the event that another county needs to use the Reserved Bed on a day that the County does not, the other county shall be financially responsible for that bed and the County's bill shall be reduced to reflect such usage.

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

SECTION V- INSURANCE, SUBROGATION & INDEMNIFICATION

1. Prior to the execution of this Agreement, the Contractor shall purchase and maintain insurance and provide proof of the following types of coverage and limits of liability with an insurance carrier qualified and admitted doing business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision

that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

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

   i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

   ii. The County, and all other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.

   iii. Abuse and Molestation coverage shall be included.

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

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

   ii. Coverage for Abuse and Molestation.

c. Business Automobile Liability (BAL)

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

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

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

d. Commercial Umbrella

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

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

iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

e. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

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

3. **Indemnification** The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission, or commission by the Contractor, its officers or employees with respect to this Agreement and any of the terms thereof. The liability of the Contractor under this Agreement is absolute and is not dependent upon any question of negligence on its part.

SECTION VI- GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

b. The Contractor may not make any subcontract or assignment for the performance of this Agreement without the prior written approval of the County. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the County. All authorized subcontractors are subject to federal and state requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Contractor is responsible for the performance of all subcontractor(s).

2. **Record Keeping**

a. The Contractor agrees to maintain financial books, records, and necessary supporting documents as required by OCFS. The Contractor must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by OCFS. Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, state and/or federal personnel.

b. The Contractor agrees to retain all books, records and other documents relevant to this Agreement for six years after the Contractor receives final payment for the services to which they relate, during which time authorized county, state and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Contractor must make available, upon written request, this Agreement, and books, documents, papers and records of the Contractor that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

3. **Confidentiality** All case-specific information contained in the Contractor's files must be held confidential by the County and the Contractor pursuant to the applicable provisions of the state law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964.

4. **Representation of Parties** The County and Contractor each represent and warrant that this Agreement has been duly authorized, executed, and delivered, and constitute its binding agreement enforceable against it. Each party further represents that it is capable of carrying out the terms of this Agreement.

5. **Authority for Execution** Each of the persons signing below on behalf of any party hereby represents and warrants that s/he is signing with full and complete authority to bind the party, on whose behalf s/he is signing for, to each and every term of the Agreement.

6. **Lien Waiver** The Contractor shall indemnify the County from and against all liens filed in connection with its performance of the services, including all expenses and attorney's fees incurred in discharging same.

7. **Force Majeure** Notwithstanding any provisions in this Agreement to the contrary, any delay or failure of performance by either party shall not constitute a default under this Agreement, nor give rise to any claim against the non-performing party for damages, to the extent such delay or failure is caused by occurrences beyond the control of the non-performing party.

8. **Notices** Any and all notices to a party shall be addressed as indicated above or to such other address as may hereafter be designated in writing by either party. Notices to a party shall be effective only if in writing and delivered personally to the party or sent by certified mail, return receipt requested, or sent by any nationally recognized delivery company. An additional copy of any notice to the County shall be sent to the Oneida County Department of Law at the address set forth above.

9. **Entire Agreement/Modification** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties, and cancel and supersede all prior negotiations, representations,

understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

10. **Survival of Provisions** Where the intent and sense of the provisions so requires, contract provisions shall survive the termination of this Agreement by either party hereto.

11. **Applicable Law** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

12. **Choice of Venue** If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.

13. **Non-Discrimination** As required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal constitutional, statutory, and regulatory non-discrimination provisions, the Contractor shall 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. Contractor shall provide the services under this Agreement in such manner as will not violate the provisions of the Civil Rights Act of 1964 or any other applicable state or federal constitutional, statutory, or regulatory non-discrimination provisions.

14. **Provisions Required by Law** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the request of either party, this Agreement shall be amended forthwith to make such insertion.

15. **Non-Appropriation of Funds**

a. The County intends to remit to the Contractor all payments and other amounts due under the terms of this Agreement if funds are legally available. In the event that the County is not granted an appropriation of funds at any time during the Term of this

Agreement for the services contracted for in this Agreement, and operating funds are not otherwise, available to the County to make payments and other amounts due and to become due under this Agreement, there is no other legal procedure or available funds by or with which payment can be made to the Contractor.

b. The Contractor shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to the County, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of the aforementioned fiscal period, the Chairman of the Oneida County Legislature shall certify in writing that: (a) funds have not been appropriated for the fiscal period; and (b) the County has exhausted all funds legally available to make payments pursuant to this Agreement. This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of this Agreement and no liability and account thereof shall be incurred by the County beyond the amount of such monies.

c. This Agreement is not a general obligation of the County, neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amounts due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Agreement.

16. **Savings Clause** Should any part of this Agreement be held to be invalid or illegal by reason of any existing or subsequently enacted legislation or any decision of a court of competent jurisdiction, it is agreed that such finding shall not affect the remainder of the Agreement and the remaining paragraphs or parts shall remain in full force and, effect.

17. **Binding on Successors** The terms of this Agreement are binding upon the assigns, successors, heirs, and representatives of the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first written above.

ONEIDA COUNTY

_____
Anthony J. Picente, Jr.
County Executive

Date:_____

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

Date: 12/29/23

CAYUGA HOME FOR CHILDREN D/B/A/ CAYUGA CENTERS

Edward Myers Hayes
President & Chief Executive Officer

Date: 12/19/23

Approved: _____
Robert R. Reittinger
Assistant County Attorney

SCHEDULE A

Youth and Family Resource Center Program Narrative

Cayuga Centers Mission and History

For over 170 years, Cayuga Centers has been a leader in providing innovative, quality supports and services. Our mission is to help children, families, and individuals grow as independent, healthy and productive citizens through quality counseling, out-of-home care, and support services. Throughout the course of our rich history, the agency has continuously evaluated and adapted our service array to better meet the present-day needs of those we serve. These ever-evolving needs have served as catalysts for a number of important transformations at Cayuga Centers over the years.

In 1953, the Board of Trustees identified a highly underrepresented population of youth within New York State's Family Court System. As a result, the agency refocused its mission to care for these youth through the then-new "cottage model" of treatment and case management. In the early 1990s, the agency again recognized unmet needs within the community and expanded its mission by providing community-based programs for children and families. Services for individuals with intellectual and developmental disabilities were also developed. As a result of our experience serving youth and families with complex needs, Cayuga Centers once again propelled the state's child welfare system forward by becoming the first certified Functional Family Therapy (FFT) provider in New York State. The agency was first in the nation to simultaneously offer three evidence-based programs.

This is Cayuga Centers. Here, things are done differently. The agency is dedicated to providing evidence-informed therapy and treatment modalities. Treating each service participant as a person, not a statistic, is the expectation. Unmet needs are addressed, regardless of reimbursement or pay rates. Cayuga Centers is staffed with highly qualified and devoted individuals. The agency remains committed to utilizing all knowledge and technology at our disposal to make programmatic decisions that ensure success for current and future consumers.

Program Rationale

Upholding the commitment to provide innovative and effective services, Cayuga Centers undertook a comprehensive review of our Residential Treatment Program in 2017. In addition to reviewing our own experiences and outcomes, the agency also performed a meta-analysis of congregate care and associated best practices throughout New York State and the country. Our analysis indicated that nationwide, the number of youth in foster care plunged from 53,000 in 1995 to just over 16,000 in 2016. Furthermore, reliance on congregate care has decreased much more rapidly than the overall foster care population. In New York State, this trend has resulted in a 56.5% decrease in the number of youth in congregate care between 2004 and 2013 (DHHS, 2015). Overall, these decreases can be attributed to the success of preventative services as well as a commitment from states and providers to reunite children with their families as quickly and safely as possible.

Since the establishment of Cayuga Centers' Intensive Family Preservation Program in 1991, the agency has built a robust array of community-based interventions designed to strengthen families, prevent or shorten out-of-home placement and promote self-reliance. The success of programs such as Functional

Family Therapy, Multisystemic Therapy, Family Preservation, Family Support and SafeCare have prevented an ever-increasing number of children from entering out-of-home placement.

Where out-of-home placement is in the best interest of the child, Cayuga Centers subscribes to the goal of Office of Children and Family Services in placing children in the least restrictive, most family-like setting, close to the child's home and family. Since 2003, Cayuga Centers Treatment Family Foster Care (TFFC) program has provided a research-informed, multi-tiered team approach to rebuilding family relationships. Through TFFC, Cayuga Centers has been able to provide a growing number of children who require an out-of-home placement with positive, stable and highly trained foster parents. As a result, TFFC has consistently produced positive outcomes for children and families including expedited family reunification, fewer out-of-home placements and reduced recidivism rates.

Coupled with national child welfare trends, Cayuga Centers' Home and Community Based Treatment and Support Services (HCBTS) and TFFC programs have successfully contributed to a significant reduction in the number of youth who require placement in a congregate care setting. In light of this knowledge, and after careful consideration, the agency's leadership and Board of Trustees determined that the agency would phase out its Residential Treatment Center program in early 2018. Throughout the decision making process, Cayuga Centers has worked in tandem with OCFS and local counties to develop a seamless transition plan that incorporates the current and future needs of children and families in Central New York.

In addition to the continued need for HCBTS and TFFC, both Cayuga, Tompkins, and Onondaga Counties have expressed a strong need for a short-term respite program designed for distinct populations of youth who require an immediate out-of-home placement. The first population includes youth who are at-risk of involvement with the child welfare or juvenile justice system. The second population consists of youth who are being removed from their home for emergency safety reasons and are in need of assistance in connecting with possible kinship care resources. At the request of both the counties, Cayuga Centers has developed the Youth and Family Resource Center, which will offer a time-limited, therapeutic intervention with specific goals and the use of group care as a temporary place to live. This program will provide a crucial refuge for youth in crisis who do not have a suitable alternative living arrangement. In line with the goals of OCFS and Cayuga Centers, the Youth and Family Resource Center will provide a safe and therapeutic home, ultimately expediting reunification with the family or placement into a family-like setting.

Our Youth and Family Resource Center offers an accessible and cost effective respite and short-term stabilization program as compared to other provider-based solutions. Cayuga Centers, in partnership with the counties, will offer safe, trauma-sensitive programming to meet the needs of youth and families. During a youth's stay in the program, staff members will assist youth and families in identifying individual and family needs and goals and will assist in developing strategies to meet these goals. Additional services, staffing, and/or diagnostic opportunities will be available as requested by the counties or as indicated by an assessment of youth and family need.

Utilization of Cayuga Centers Youth and Family Resource Center will provide a break to youth and families, will help the counties to reduce the number of youth who are placed outside of their home for extended periods of time, detained or sent to the emergency room, and ultimately help the counties reduce spending. By surrounding youth and families with individualized structure and knowledge, Cayuga Centers staff members will lay the groundwork to assist families in building skills and achieving timely permanency.

Eligibility Criteria for Placement in the Youth and Family Resource Center

There are two general populations of youth served by the program: The first population includes youth, ages 10-18 who are at-risk of removal or involvement with the child welfare or juvenile justice system who may benefit from preventive respite. The second population consists of youth, also 10-18, who are being removed from their home or foster home for emergency safety reasons and are in need of assistance in connecting with possible kinship care resources. Youth may or may not be in the custody of the county. Youth not in custody must be placed with the approval of their placing county. This program is also applicable for siblings ages 6-18 who have been removed from unsafe settings. As a licensed Group Home, the program follows the eligibility criteria laid out in 18 CRR- NY Part 448 and Part 445 regarding respite placements.

Each referral will be evaluated and considered individually. In instances where a youth has a history of self-injurious behaviors, highly assaultive behaviors, sexual acting out, and/or a history of AWOC with high risk behaviors, Cayuga Centers reserves the right to require additional staffing supports at the agreed upon cost to the placing county or to deny program entry. This is based upon the fact that the Youth and Family Resource Center is be a restraint-free environment. Whenever possible, the program will accommodate the needs of youth and will put supports in place to safely admit youth. If the program cannot accommodate the needs of a child despite all attempts to add necessary supports, leadership will attempt to support another placement arrangement.

Intake Procedure

Cayuga Centers will accept youth so long as space is available. A caseworker will notify designated intake staff of a youth's potential need for placement. A designated intake staff shall be available seven days a week, 24 hours per day. Respite placements may be planned or may be accepted in the event of emergency. Intake staff will ensure that the youth meets all eligibility requirements of the program. A packet of required authorizations and consents will need to be completed by the caseworker and the youth's parent/guardian prior to placement.

Following the youth's placement, the youth will meet with program staff. The staff will explore the youth's point of view regarding needs and goals, and solicit input from the parent/guardian as appropriate. A complete intake assessment will also be conducted and will help inform the development of the Individual Crisis Management Plan.

Length of Stay

The length of a youth's placement in the Youth and Family Resource Center will depend upon the needs of the youth and family, as well as the conditions under which the youth was placed. Youth seeking respite will stay no longer than 21 days, as outlined in 18 CRR-NY Part 445. Length of stay may range from 1 night to a maximum of 90 days for youth placed outside of respite, unless otherwise agreed upon by Cayuga Centers and the placing county.

Milieu

Because discharge planning begins at intake, Cayuga Centers will engage the youth and their family members immediately upon placement. From the moment of arrival, Cayuga Centers staff will take necessary steps to engage the youth and their family in meeting identified short-term needs. In instances where a youth does not have a viable family or discharge resource, planning for a foster home placement will commence.

Program Environment

All program services will be provided at Cayuga Centers Youth and Family Resource Center, located at 202 Franklin Street in Auburn, New York. The split-level ranch style house is nestled in a quiet community, and is across the street from the Auburn Junior High School and Cayuga Community College. The common area features an open concept living room, dining room, and kitchen. The first floor also offers a lounge area, seven bedrooms, 2 full bathrooms, and the staff office. Two bedrooms are located upstairs, with an additional full bathroom, lounge, and Health and Wellness exam room. The house also has additional space in the basement, providing recreation space, family time areas, and access to a washing machine and dryer. The home also has outdoor recreational space; a basketball court and outdoor exercise equipment are located in the backyard.

Youth will participate in a structured daily routine and will be expected to meet basic program expectations. These well-defined guidelines allow for predictability, which in turn allows youth to feel safe and secure. Direct Care Staff members, in addition to the Program Manager, provide 24-hour supervision. The staff members monitor interactions between the youth and peers, monitor phone calls and visits, and ensure that youth are safe.

Within the daily routine, youth will participate in their regular school routine, recreation and leisure activities, family time and phone calls, and will work individually with staff members to build skills that will help the youth achieve their short-term goals.

Education

Youth will attend their school of origin, providing it is safe for the youth to return to school given the short term nature of the program. Cayuga Centers staff members will provide transportation to and from school daily, as indicated. The Program Manager will be in regular contact with school administration to ensure there are no issues with the youth's attendance or behaviors throughout their stay. Youth will be allowed to participate in extracurricular activities as appropriate and following safety assessments and discussions with the youth, their parent/guardian, and the placing agency. Transportation to and from any extracurricular activities cannot be guaranteed.

In instances where the youth cannot return to their school of origin, the Program Manager will work with the school and placing agency to arrange alternative school programming, including but not limited to homebound instruction, virtual attendance, or tutoring sessions.

Recreation

Recreation will be an integral part of the Youth and Family Resource Center. The Program Manager will oversee the development of a schedule of weekly recreation and leisure activities. These activities will be developmentally and age appropriate based upon the needs and preferences of the population at any given time. Examples of scheduled recreation may include sports, arts and crafts, and cultural activities. If a youth does not wish to participate, alternate activities will be offered during that time.

Family Time

Cayuga Centers values the knowledge, strengths and influence of parents and family members on a child's life. Family members are encouraged to engage early and often with youth in the respite program, through visitation, phone calls, and other approved means of contact. Staff-supported, strength-based family time will best prepare a youth and their family for an expeditious return to home or a family-like

setting. Cayuga Centers staff members have been trained in *Locating and Engaging Fathers* and *Coaching Family Visits* and will use these tactics as components of the program.

Behavior Management

Cayuga Centers operates under the belief that a youth's needs will drive their behaviors. Recognizing that many youth placed in the program will have experienced recent and/or long-term trauma, the program will focus on supporting youth during this time using trauma-informed practices.

The program behavior management policies will be relationship based, with staff members focusing on developing youth's trust, creating empathy, validating feelings, showing and giving respect, and setting appropriate boundaries. Staff members will teach basic mindfulness and self-regulation skills. Program staff will also be trained in Motivational Interviewing (MI). The staff will also act as positive role models and will practice appropriate behaviors and interactions with others.

The primary focus of the program will not be on child compliance or punitive actions. Rather, program staff are responsible for reinforcing a culture of choice where youth will have the ability to make reasonable decisions for themselves. If a youth makes a choice that is not desirable, program staff will process out the natural and perceived repercussions that follow. For example, if a youth refuses to attend school, staff will practice motivational interviewing techniques to explore how this refusal could impact their short- and long-term goal achievement.

All Youth and Family Resource Center staff members will be trained in Therapeutic Crisis Intervention (TCI). Although physical intervention is included in TCI training, this program will only employ the non-physical intervention and components. Cayuga Centers believes that physical intervention will lead to further trauma for this particular population. For that reason, this program will be a restraint-free environment. To de-escalate youth, staff members will focus on observing and mitigating setting conditions, utilize behavior modification techniques, employ emotional first aid, and engage the youth in crisis co-regulation techniques. In the event that these de-escalation techniques are not effective, and a youth attempts to engage in self-injurious behaviors or becomes assaultive toward others, staff will notify the local police department for assistance.

Youth with histories of or exhibiting high risk behaviors will have an Individual Crisis Management Plan (ICMP), which will outline the youth's history, triggers, and the best ways to support the youth. The ICMP will be informed by the youth, parent/guardian, placing agency, and the Intake Assessment. If further safety planning is necessary, the youth, family, and caseworker will take part in developing safety measures and all will be made aware of all safety plans. In the event that a youth may AWOC, the youth's family, caseworker, the National Center for Missing and Exploited Children, and the local police department will be notified immediately.

Documentation

Daily Progress Notes will be written to track the youth's progress and engagement in the program. All appointments, evaluations, behavioral challenges, phone calls, visitation, and peer interactions will be documented within the note. These notes will also be reflected in Connections, as assigned. Any serious incidents will be documented, with family members and caseworkers being notified immediately.

Health Care

Youth placed in the Youth and Resource Center will receive emergency medical care and medical care as requested by the youth, family, or placing county. The youth will also receive a basic physical evaluation through Cayuga Centers Health and Wellness Center. Cayuga Centers employs a full-time Family Nurse Practitioner and a Registered Nurse. Any emergency medical needs that present will be addressed immediately. Medical, dental, and vision appointments that have been made will be honored. Cayuga Centers staff members will provide transportation in times of family hardship.

Medication

If the youth is prescribed psychotropic or other medications, those medications will need to be managed by the youth's prescribing physician. The youth's Medication Administration Record (MAR) will be managed by the Cayuga Centers Health and Wellness Center. Youth must be capable of self-administration of medication to be eligible. Medications must in original vials/blister packs labeled with the current prescription.

Additional Services and Aftercare Opportunities

At the request of the placing county, or as indicated by an Intake Assessment, additional services and/or staffing arrangements may be recommended and provided by Cayuga Centers. These additions will be provided at an agreed upon price per service.

Additional Staffing

There may be times where youth placed in the Youth and Family Resource Center require additional adult supports beyond the prescribed staffing ratios. If it is determined that a youth requires enhanced supervision, Cayuga Centers would discuss this need with the placing county and develop a plan for the increased support. If additional staff is not approved by the placing county, this may impact the agency's ability to accept or maintain the youth in the program.

Transportation

The agency recognizes that youth and families utilizing this program may require support around transportation in times of hardship. Cayuga Centers stands ready to provide transportation for youth to attend school, medical appointments, court appearances, and in-home visitation. Transport services will also be provided to ensure that families can visit youth on site, as well as in the community.

cayuga centers

Youth and Family Resource Center Budget - Oneida County
(One guaranteed bed at $350/bed day)

Salaries	$69,255
Fringe	$20,777
New Employee Expense	$72
Staff Development & Training	$216
Employment Advertising	$72
Family Fund/Children's Account	$2,814
Food	$5,052
Household Supplies	$216
Consumer Medical Supplies	$144
Rent	$0
Utilities-Gas/Electric	$866
Telephone	$649
Repairs & Maintenance - Plant	$2,165
Agency Gas	$1,155
Repairs & Maint - Vehicles	$2,497
Computer Expenses	$216
Equipment Leases	$498
Furniture Expense	$72
Office Supplies	$216
Insurance	$3,267
Total Expense	$110,221
Depreciation	$866
	$866
Administrative Allocation	$16,663
	$17,529
Total Projected Expense	**$127,750**

EXHIBIT A

APPENDIX A

NEW YORK STATE CONDITIONS

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

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

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

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

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

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

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

(d) The Labor Law provides that the Contract may be forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than (1) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or (2) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

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

(a) in hiring of employees for the performance of work under this Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no Contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the Contractor by the State under this Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract, and

(d) This Contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract,

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

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

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

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

*(d) The Contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the Contractor does not comply with the equal opportunity provisions of this Contract, with Executive Order# 45 (1977), or with such rules, regulations, or orders, this Contract or any portion thereof, may be cancelled, terminated or

suspended or payments thereon withheld, or the Contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

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

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

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(2) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State,

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

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

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

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

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

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

NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:

1. By certified or registered United States mail, return receipt requested;
2. By facsimile transmission;
3. By personal delivery;
4. By expedited delivery service; or
5. By e-mail

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

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

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

OFFICE SERVICES

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

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

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

GENERAL TERMS AND CONDITIONS

a. The Contractor agrees to comply in all respects with the prov1s1ons of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

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

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

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

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

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

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

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

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

h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the

services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.

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

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

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

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

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

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

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT, Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period often (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

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

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

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

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

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

q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Organizations that engage in explicitly religious actlvltles (including actlvltles that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance.

REPORTS AND DELIVERABLES

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

2. The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background

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

c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness. The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations. The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.
"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

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

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

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

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable

federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

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

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT

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

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

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

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

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the

corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

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

2. The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.
Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

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

contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

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

The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established time-frame;

2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department

3.The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;

4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;

5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;

6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or

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

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any

person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

2. The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.
   As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

3. The Contractor attests they have not been debarred by the federal Government from contracting to provide services funded by any federal money.
   The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT. Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the

Department be responsible for any actual or consequential damages as a result of termination.

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

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

_____

NAME OF CONTRACTED AGENCY

_____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE DATE

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

ANTHONY J. PICENTE JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

December 12, 2023

FN 20 24-024

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.89	2206390	Oswego Road over Fish Creek	Town of Vienna	State	$ 2,573,915
				Town	$ 135,000
				TOTAL	**$ 2,708,915**

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has offered assistance to the Town of Vienna regarding PIN 2754.89. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State aid agreements and finance project expenses. Capital Project H-557 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Vienna for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Vienna formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

RECEIVED
DEC 12 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-12-23

cc: Nicholas P. DiGennaro, P.E., CFM, Deputy Commissioner

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	Town of Vienna 2083 NYS Route 49 P.O. Box 250 North Bay, New York 13123
Title of Activity of Service:	Intermunicipal Agreement
Proposed Dates of Operation:	Start on Execution – September 30, 2033
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

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				Town	$ 135,000
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2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-557
	Total Funding Requested:	$2,708,915.00
	Oneida County Dept. Funding Recommendation:	$2,708,915.00
Proposed Funding Sources	**Federal/State:**	$2,573,915.00
	Oneida County:	$0.00
	Town of Augusta:	$135,000.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement ("Agreement"), effective upon the date of its full execution, is made by and between the Town of Vienna ("Town"), a New York municipal corporation with its principal offices at 2083 NYS Route 49, North Bay, New York 13123, and the County of Oneida ("County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, 13501. The Town and the County are each a "Party" and together, the "Parties."

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate a bridge on Oswego Road over Fish Creek (BIN 2206390), located in the Town of Vienna, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation ("NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.89, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount payable of Two Million Five Hundred Seventy-Three Thousand Nine Hundred Fifteen Dollars and Zero Cents ($2,573,915.00) in the form of Federal and State Aid; and

WHEREAS, the Town has committed to providing 5% reimbursement of eligible Project expenditures, up to a maximum amount payable of One Hundred Thirty-Five Thousand Dollars and Zero Cents ($135,000.00) as the local match for the Project; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the

Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set forth in said subsequent agreement and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is Two Million Seven Hundred Eight Thousand Nine Hundred Fifteen Dollars and Zero Cents ($2,708,915.00).

1.3.4. The United States and State of New York, through the NYSDOT, have committed to providing ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount of Two Million Five Hundred Seventy-Three Thousand Nine Hundred Fifteen Dollars and Zero Cents ($2,573,915.00), with a five percent (5%) local match.

1.3.5. The NYSDOT may provide the additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the five percent (5%) local match, estimated to be One Hundred Thirty-Five Thousand Dollars and Zero Cents ($135,000.00).

1.3.7. The County shall advance all Project expenditures and shall complete all necessary documents to receive reimbursement through the NYSDOT for the Project funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1. The Town expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2. Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the

stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

4. NON-WAIVER

4.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

5.1. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

6. INCORPORATION BY REFERENCE

6.1. The Addendum - Standard Oneida County Conditions, is deemed incorporated into this Agreement as **EXHIBIT A**.

6.2. The NYS Department of Transportation BridgeNY Program Application for this project is deemed incorporated into this Agreement as **EXHIBIT B**.

7. AUTHORITY TO ACT/SIGN

7.1. The Town's signatory hereby represents, warrants, personally guarantees, and certifies that he or she has the power and authority to execute and deliver this Agreement; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are

necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands.

ONEIDA COUNTY

Anthony J. Picente, Jr.
Oneida County Executive

Date:

TOWN OF VIENNA

Michael M. Davis, Sr.
Town Supervisor

Date: 11/29/23

Approved

By:
Andrew Dean, Esq.
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

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

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

BridgeNY 2021 Program Application

Consult the BridgeNY Notice of Funding Availability to review the specific eligibility requirements prior to beginning the application.

Application Information

The application is to apply for one bridge project or one culvert project under the BridgeNY Program funding.

To use the Adobe Livecycle form, save a copy of the form to your computer. From your computer, open the saved form to start entering the requested information.

Web browsers such as Apple Safari, Google Chrome, and Mozilla may have their own non-Adobe PDF readers set as the default reader. If using one of these browsers, ensure that the default PDF viewer is changed to Adobe Reader. If Internet Explorer is used as the browser, typically no further action is needed. Applicants can use the latest version of the free Adobe Acrobat Reader to complete the form. The latest versions Adobe Acrobat Standard, Pro or DC can be used to maximize the functionality in the form.

Unless otherwise indicated, use the "Tab" function to navigate through the form to ensure questions are answered in the correct order. Applicants should complete all fields as they appear in the application.

Required fields are designated by a preceding asterisk (*).

General Instructions for Completing the Application

PART A: Project Sponsor Information

Enter the Project Sponsor Information in the designated boxes. If the project sponsor does not already have a NYS Grants Gateway ID, one can be obtained at https://grantsmanagement.ny.gov/register-your-organization

PART B: Application Type

Choose whether this application is going to be for a bridge project or a culvert project. The appropriate fields will remain visible in the application depending on the type chosen. Example: For a bridge project, the bridge only fields remain visible and the culvert only fields become invisible.

PART C: Project Estimate

Enter the estimated costs for each of the following project costs: construction, construction inspection, right of way acquisition, and design. Enter the amount of any other funds you have already secured for this project.

A table of suggested values based on a percentage of construction costs is shown for reference to the applicants. The Sponsor is responsible for all costs input into the application. There are situations where costs may be more or less than the ranges given in the table.

PART D: Existing Structure Information

For a bridge application, enter the fields that are visible under Existing Bridge Information. Download the Existing Bridge Information Worksheet (ExistingBridgeInfo2019Data.xlsx) from https://www.dot.ny.gov/bridgeny to obtain information on the bridge you are applying for. A copy of this information should be attached in PART G of the application. This information will be used by reviewers during the project evaluation process.

For a culvert application, enter the fields that are visible under Existing Culvert Information.

Save Form

PART E: Project Needs

Enter the appropriate information regarding the project needs, scope and special features. Note that the space is limited to the visible area for text fields.

PART F: Project Delivery

Enter the information pertaining to the delivery of the project, including design status and any right of way needs.

PART G: Project Attachments

Attach appropriate documents to the application. Listed attachments preceded by an asterisk are required (*). All other attachments listed allow the applicant to better describe the need for the project.

Project draft applications (bridge or culvert) that have had a coordinated pre-review with NYSDOT prior to final submission will receive additional weight during the scoring process. To show that the pre-review was completed, the pre-review comment form needs to be attached to the application for the final submission. This comment form will be provided to the applicant after the pre-review.

Applications for bridge projects that have had a NYS PE review along with a letter certifying the review of the application will receive additional weight during the scoring process. To show that the application has been reviewed by a NYS PE, a letter stating such needs to be attached to the application for the final submission. This letter needs to contain the signature of the NYS PE.

Project attachments are not limited to those listed in the application. The applicant may attach other files to the email being submitted with the application itself.

PART H: Application Submission

A digital signature or a wet signature is required to complete the application. If you do not have a digital ID already created, follow the directions that show up when you click on signature. If you cannot create a digital signature, include a scan of the final page of the application with a wet signature with your submission.

Once the form is signed the application may be submitted. Press the "Submit BridgeNY Application to NYSDOT" button to create a new email with BridgeNY@dot.ny.gov as the to address and the application already attached. The applicant can also create an email outside of the application and attach it to the email. Any additional attachments can be added at this point. To facilitate the application submission, zip any large files prior to attaching them, as the limit on overall file size is approximately 20MB. Completed applications and any required information described above, must be submitted no later the deadline posted to the BridgeNY website:

https://www.dot.ny.gov/bridgeny

Submit all applications to: BridgeNY@dot.ny.gov

Pre-Review Submission

A coordinated pre-review of each draft application by NYSDOT is recommended. The draft applications must be submitted no later than the deadline posted on the BridgeNY website: ***https://www.dot.ny.gov/bridgeny***

Pre-review submissions must be emailed to BridgeNY@dot.ny.gov. Parts A thru G should be completed and submitted for the pre-review. A signature is not required for the pre-review submission. At the end of the pre-review you will receive a filled-out comment form pertaining to the draft application. Addressing these comments in the final application will provide a better submission for reviewers.

If the Sponsor elects to have NYSDOT design and let a culvert project, then the sponsor is required to submit the draft application for pre-review. Questions regarding applications may be directed to: BridgeNY@dot.ny.gov

Save Form

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

BridgeNY 2021 Program Application

PART A: SPONSOR INFORMATION

Applicants must complete all required fields as they appear in the application. Required fields are designated by a preceding asterisk (*).

*Project Sponsor: Town of Vienna

*NYS GRANTS GATEWAY ID: (click link on Page 1 for more info)

SPONSOR RESPONSIBLE POINT OF CONTACT INFORMATION:

Salutation: Mr. *First Name: Clayton *Last Name: Conover

*Title: Highway Superintendent

*Address: 1 7815 Vienna Road

Address 2:

*City: Blossvale *State: NY *Zip Code: 13308

*Phone #: 315-245-1019 *E-mail: Highwaysuperintendent@tovlookup.org

☒ Check here if Business address and Contact address are the same. If not, please provide the Business address below:

PART B: APPLICATION TYPE

*Application Type: Bridge *Region: 2

Choose bridge or culvert for application type. Select the NYSDOT Region the project is in.

A bridge application is required if the span length is greater than or equal to 20 ft. A culvert application is required if the span length is less than 20 ft. Use the span length of the existing structure, not the span length of the proposed structure.

Save Form

PART C: PROJECT ESTIMATE

Input values for the following project costs. A detailed project estimate should be attached in PART G of the application.

Description	Costs
Construction	$1,406,368
Field Change Payment, 5% and Mobilization, 4%	$126,573
Construction Inspection	$200,000
Right of Way *	$0
Design (Preliminary & Final) **	$350,000
Total Project Cost	$2,082,941

*Right of Way costs include the cost for hiring a firm to process the ROW and the cost of the acquisition itself. The cost of hiring a firm may be as much as $30,000.

**Design Costs shall include but are not limited to preliminary and final design, survey, geotechnical exploration/borings, mussel or other endangered species coordination and field work, wetland delineation, and utility coordination

***For Culvert projects a minimum Design (Preliminary & Final) cost is recommended as $150,000 - upstate, $180,000 downstate.

Other Funds Already Secured (This is not the Local Match. Local Match is calculated below)	$0
Description of Other Funds:	

Bridge Projects

Total BridgeNY Funds Requested (95%)	$1,978,794
Total Local Match (5%)	$104,147

Suggested values for Design, Right of Way, and Construction Inspection costs are provided as a percentage of the total construction cost. These values are provided for reference only. The Sponsor is responsible for all costs input into the application.

	Low Range (% of Const. Cost)	High Range (% of Const. Cost)	Calculated Low Value (from user input)	User Input Value (repeated from above)	Calculated High Value (from user input)
Construction Inspection	12%	15%	$183,953	$200,000	$229,941
Right of Way	0%	5%	$0	$0	$76,647
Design (Preliminary & Final)***	20%	30%	$306,588	$350,000	$459,882

Save Form

PART D: EXISTING STRUCTURE INFORMATION

Input the following information. If a bridge application was chosen in Part B, only the bridge fields will be visible. If a culvert application was chosen in Part B, then only culvert fields will be visible.

Existing Bridge Information

*Bridge Identification Number (BIN) 2206390

Project Identification Number (PIN) (Input PIN number if applicable)

☒ Check the box if the bridge is owned by the sponsor applying for funds.

☒ Check the box after you download the Existing Bridge Information Worksheet (ExistingBridgeInfo.xlsx) from ***https://www.dot.ny.gov/bridgeny*** to obtain information on the bridge you are applying for. A copy of this information should be attached in PART G of the application.

Save Form

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

BridgeNY 2021 Program Application

PART E: PROJECT NEEDS

*This project is needed to address the following (check all that apply)

- [x] Structural Condition
- [ ] Inadequate Structural Capacity/Load Rating
- [ ] Hydraulic Inadequacies
- [ ] Inadequate Vertical Clearance (under or over)
- [x] Other

If other, provide explanation. Space limited to visible field.

Bridge deck deterioration

*Project Scope: Deck Replacement

Save Form

Describe the project/infrastructure need. Space is limited to the visible area.

*Project Needs Description:	The bridge has a General Recommendation of 5, and was built in 1975. This 46 year old structure exhibits the following concerns: - Bridge deck deterioration. A large spall was repaired in 2019. The deck was sounded and approximately 40% of the deck was found to be delaminated concrete (hollow sounding). This area is generally found between outside edges of lanes. There are large areas of polished aggregate and map cracking.

Describe the project Scope. Space is limited to the visible area.

*Project Scope Description:	The Town is requesting funding for replacing the bridge deck. Highlights of the proposed bridge rehabilitation project include: - Remove the existing 46 year old bridge deck in its entirety and replace with a new cast in place concrete deck with integral wearing surface and appropriate friction aggregate. - New bridge railing and approach railing meeting current NYSDOT standards. - Minor roadway reconstruction to include replacement of bridge approach slabs. - Construction to be performed with a road closure and an off-site detour using local roads.

Describe the project's special features. Space is limited to the visible area.

Project Special Features Description:	Oswego Road is a critical transportation link within the Town of Vienna. It provides access to the City of Rome. There is a large farm located on Oswego Road immediately west of the bridge and there are corn fields both east and west of the bridge. Maintaining the bridge with a new deck will ensure stability for emergency services response, farming, and access to the City of Rome. The Town of Vienna has advanced the project to a point where all delivery risks are known to be minimal, the infrastructure need is significant, and the local importance cannot be under-estimated. This is an excellent candidate for BridgeNY funding.

PART F: PROJECT DELIVERY

* Indicate the current project status:	Preliminary Engineering	
*Estimated Month and Year of Letting:	January 2023	
Project Priority:	1	(Input project priority with respect to other BridgeNY applications by the same sponsor, if applicable)

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NEW YORK STATE OF OPPORTUNITY. Department of Transportation

BridgeNY 2021 Program Application

*Number of anticipated ROW acquisitions: 0

Additional ROW information can be included as an attachment if the provided space is inadequate. See Notice of Funding Availability for ROW requirements.

Identify the property right(s) to be acquired and proof of right of way ownership: Ownership can be shown through surveys and clearance certificates, highway boundary line on a stamped plan, or record plans. Tax maps are not sufficient documentation.

There are no ROW acquisitions required for this project. The bridge deck replacement would be accomplished within the current highway boundaries.

*Will the project have an effect on any district, site, building, structure or object that is listed, or may be eligible for listing on the National Register of Historic Places? No

*STATUS OF ENVIRONMENTAL REVIEWS:

State Environmental Quality Review Act (SEQR): In Process

Explain: Initial research completed and memo has been drafted (see attached)

National Environmental Policy Act (NEPA): In Process

Explain: Initial research completed and memo has been drafted (see attached)

*In the Chart below, select the status that best represents the project deliverable:

Project Deliverables:	Status	Anticipated Completion Date
Design Report	Not Started	May 2022
Advanced Detail Plans (ADPs)	Not Started	September 2022
Plans, Specifications, and Estimates (PS&Es)	Not Started	November 2022
Bid Proposal Documents	Not Started	January 2023

Additional Information regarding Project Delivery (if applicable)

No utilities are carried by the bridge and no utilities would be impacted by construction.

Save Form

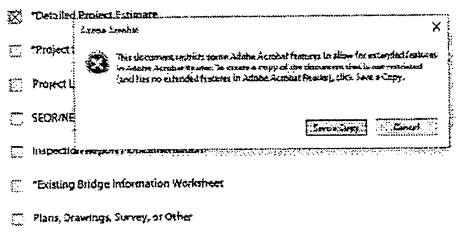
NEW YORK STATE OF OPPORTUNITY. Department of Transportation

BridgeNY 2021 Program Application

PART G: ATTACHMENTS

Attach the following documents to the application:

NOTE - if you are using the free version of Adobe Reader you will not be able to attach documents to the application. If using the free version of Adobe Reader attach the following documents to the e-mail when submitting the application. If you are using a paid version of Adobe software save a copy of the form to your computer then open the saved form to be able to attach documents.



- [x] *Detailed Project Estimate
- [ ] *Project Schedule
- [ ] Project Location Map
- [ ] SEQR/NEPA Information
- [x] Inspection Report / Documentation
- [x] *Existing Bridge Information Worksheet
- [x] Plans, Drawings, Survey, or Other
- [ ] Letter certifying that a Quality Assurance review by a NYS Professional Engineer has been completed, including signature. (See Instructions on page 2 under Part G Project attachments)
- [ ] Pre-Review Comment form. Provided to applicants that submitted a draft application for a pre-review. Sponsors are required to submit a draft application for pre-review for all culvert projects being designed by NYSDOT.
- [ ] Property rights to be acquired along with Sponsor's certification to undertake the property.
- [ ] Preliminary Hydraulic Analysis
- [ ] Any other relevant documentation.
- [ ] Any other relevant documentation.
- [ ] Any other relevant documentation.
- [ ] Any other relevant documentation.
- [ ] Any other relevant documentation.

Any additional attachments may be attached to the e-mail prior to submission.

Save Form

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

BridgeNY 2021 Program Application

PART H: APPLICATION SUBMISSION

*CERTIFICATION:

I acknowledge that I have read the appropriate guidance for the program to which I am applying (BridgeNY) and understand the application instructions, the program requirements and the terms and conditions associated with the reimbursement program.

☐ Check this box if you have submitted a draft application for pre-review as described in the instructions on page 2 and have attached the comment sheet as an attachment to the application.

☐ Check this box if you have attached a signed certification letter from a NYS Professional Engineer stating they have reviewed the application. (Bridge projects only)

*ATTESTATION:

By entering my name in the digital signature space below, I certify that I am authorized on behalf of the Sponsor and its governing body to submit this application. I further certify that all of the information contained in this application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application are true, correct and complete to the best of my knowledge and belief. I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority, or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

DIGITAL SIGNATURE INFORMATION:

Entering your digital signature in the box below locks the fields above the signature. To remove your digital signature, click the right button on your mouse and select "Clear Signature" to release the fields. You can then correct any errors or add additional information. The document will need to be re-signed before it can be submitted.

If you cannot create a digital signature, include a scan of the final page of the application with a wet signature with your submission.

Signature:

Prior to submitting applications please rename the file as follows:

File Name for Bridge Application: B-R2-Town of Vienna-2206390.pdf

Submit BridgeNY Application to NYSDOT
(BridgeNY@dot.ny.gov)
Application form and supporting documents must be received by the deadline posted on the BridgeNY website:
https://www.dot.ny.gov/bridgeny

Materials received after the application deadline will not be considered

Print Completed Application for Your Records

Save Form

PROJECT ESTIMATE

i. DETAILED PROJECT ESTIMATE

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

TOWN OF VIENNA HIGHWAY DEPARTMENT
BIN 2206390
OSWEGO ROAD OVER FISH CREEK
TOWN OF VIENNA, NEW YORK

MKT.MKT

5/5/2021 17:54

NYSDOT ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
202.2202	REMOVAL OF STEEL SUPPORTED STRUCTURAL SLABS (WITH SHEARCONNECTORS) - TYPE B	SF	11880	$ 25.00	$ 297,000.00
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	75	$ 26.50	$ 1,987.50
209.13	SILT FENCE - TEMPORARY	LF	220	$ 5.25	$ 1,155.00
304.12	SUBBASE COURSE, TYPE 2	CY	110	$ 65.00	$ 7,150.00
402.098304	9.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION	TON	15	$ 175.00	$ 2,625.00
402.198904	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON	15	$ 150.00	$ 2,250.00
402.378904	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	TON	40	$ 125.00	$ 5,000.00
407.0102	DILUTED TACK COAT	GAL	15	$ 10.00	$ 150.00
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	50	$ 1.80	$ 90.00
557.0103	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - BOTTOMFORMWORK REQUIRED - TYPE 3 FRICTION	SY	1260	$ 350.00	$ 441,000.00
557.2003	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE - TYPE 3 FRICTION	SY	210	$ 200.00	$ 42,000.00
557.29	WINTER SURFACE TREATMENT - SUPERSTRUCTURE SLABS AND STRUCTURAL APPROACH SLABS	SY	1665	$ 10.00	$ 16,650.00
558.02	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE	SY	1355	$ 10.00	$ 13,550.00
559.18960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGEDECKS AND BRIDGE DECK OVERLAYS	SF	17105	$ 2.00	$ 34,210.00
566.13141501	ELASTOMERIC EXPANSION JOINT SYSTEMS	LF	82	$ 1,200.00	$ 98,400.00
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	LF	639	$ 250.00	$ 159,750.00
568.70	TRANSITION BRIDGE RAILING	LF	128	$ 250.00	$ 32,000.00
580.04	REMOVAL OF CONCRETE APPROACH SLAB	SF	3415	$ 10.00	$ 34,150.00
587.01	BRIDGE RAILING REMOVAL AND DISPOSAL	LF	700	$ 9.50	$ 6,650.00
606.10	BOX BEAM GUIDE RAILING	LF	84	$ 35.00	$ 2,940.00
606.73	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING	LF	160	$ 2.50	$ 400.00
610.16010020	TURF ESTABLISHMENT - PERFORMANCE	SY	75	$ 10.25	$ 768.75
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	$ 25,000.00	$ 25,000.00
619.04	TYPE III CONSTRUCTION BARRICADES	EA	16	$ 226.25	$ 3,620.00
619.110611	PORTABLE, VARIABLE MESSAGE SIGN (PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPEC, NO CELLULAR COM REQ	EA	4	$ 4,000.00	$ 16,000.00
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)	LF	80	$ 25.00	$ 2,000.00
625.01	SURVEY OPERATIONS	LS	1	$ 15,000.00	$ 15,000.00
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	4	$ 2,500.00	$ 10,000.00
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	3500	$ 1.00	$ 3,500.00
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	660	$ 2.00	$ 1,320.00
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	1100	$ 2.00	$ 2,200.00
	SUBTOTAL CONSTRUCTION COST				$ 1,278,516.00
	CONTINGENCIES (10%)				$ 127,852.00
	TOTAL CONSTRUCTION COST				**$ 1,406,368.00**

EXISTING BRIDGE INFORMATION WORKSHEET

i. NYSDOT INFORMATION SHEET

ii. Reocrd Plans

BRIDGE NY PROJECT DATA FORM

Bridge Identification	
BIN	2206390
County	Oneida
Region	2
Owner	40 - Town

Facility Information	
Feature Carried	OSWEGO ROAD
Feature Crossed	FISH CREEK

Facility Carried Importance	
AADT	803
% Trucks	3.16
Detour (mi)	3

Risk & Restrictions	
Load Posting (ton)	0
Hyd. Vuln. Rating	4
Fracture Critical	No
Design Type	Multi Girder Plate Girder
Material Type	Weathering Steel

Structure Details	
Year Built	1975
Deck Area	10800

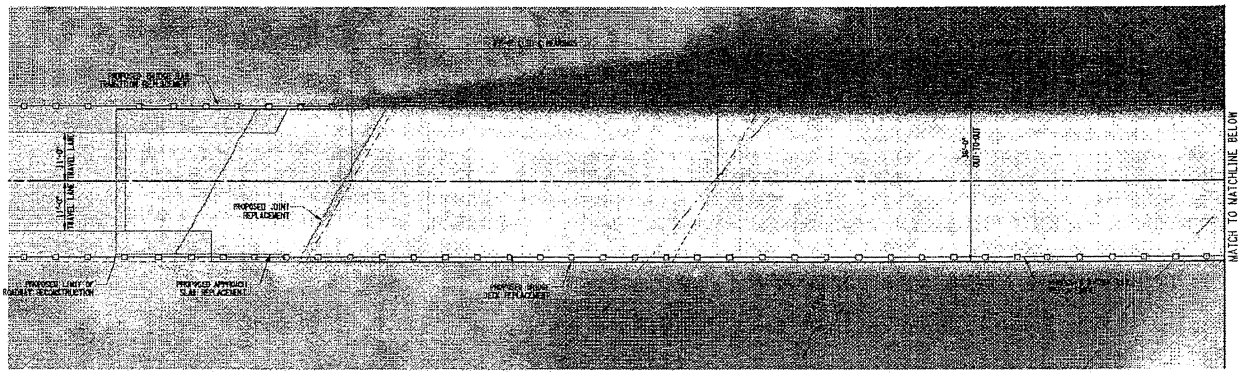
LBPI	0.123

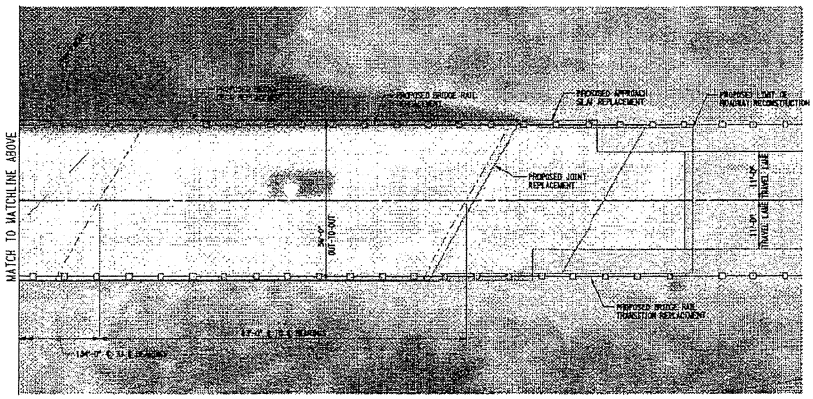
Capital Need	
General Recommendation	5
Structural Deficiency	No
Model Recommendation	Cyclical

Definitions	
AADT	Average Annual Daily Traffic
General Recommendation	Professional assessment of overall bridge condition (1-7 scale)
Structural Deficiency	Federal rating of structural adequacy of a bridge
Model Recommendation	DOT recommended work strategy for bridge
LBPI	Local Bridge Priority Index (defined in NOFA)
LBPI Scale	0-1 with 1 highest priority
Feature Carried	Facility carried by the bridge
Feature Crossed	Facility crossed by the bridge
Hyd. Vuln. Rating	Hydraulic Vulnerability Rating
Hyd. Vuln. Rating Scale	1-5 with 1 priority to 5 no action required
Load Posting Scale	Actual, except 0 (no posting) and 88 plus (see FAQs)

PLANS / DRAWINGS / SURVEY / OTHER

i. ROADWAY PLAN
ii. DECK SOUNDING PLAN





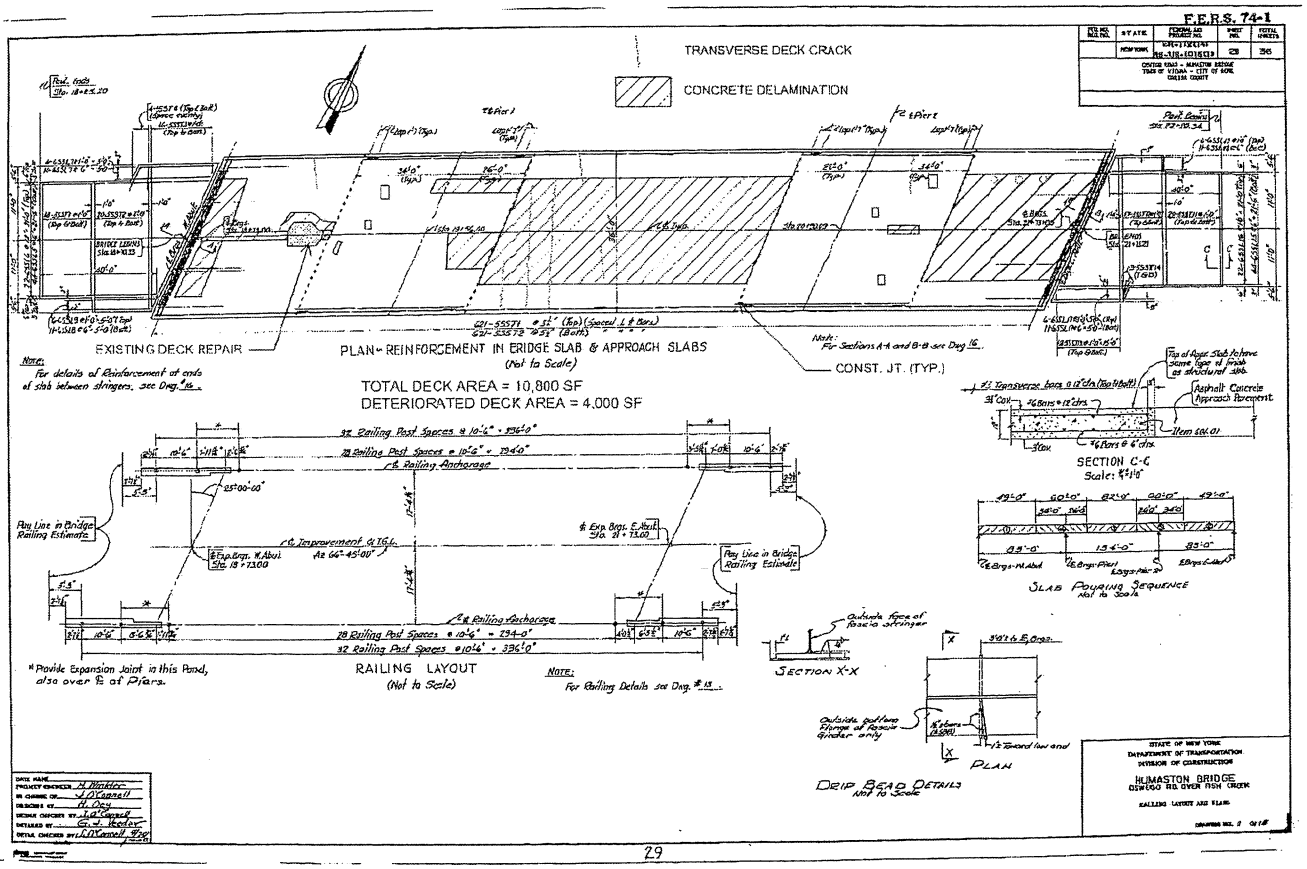
PRELIMINARY
NOT FOR CONSTRUCTION

NOTES: XXXX	OSWEGO ROAD OVER FISH CREEK BRIDGE REHABILITATION PROJECT TOWN OF VIENNA COUNTY: ONEIDA RECORD: 2	PIN	BRIDGES 2206390	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED PROJECT ROADWAY PLAN

DRAWING NO. PLN-01
SHEET NO. 01

CS CONSULTANTS

FILE NAME = G:\Group\Trans\Marketing\2828 BridgeNY Grants\Vienna Town\IND\D DRAWINGS\G-1-2-3 Drawing Template.dgn
DATE/TIME = 5/5/2020
USER = dbush


F.E.R.S. 74-1
TRANSVERSE DECK CRACK
CONCRETE DELAMINATION
EXISTING DECK REPAIR
PLAN - REINFORCEMENT IN BRIDGE SLAB & APPROACH SLABS
(Not to Scale)
TOTAL DECK AREA = 10,800 SF
DETERIORATED DECK AREA = 4,000 SF
CONST. JT. (TYP.)
SECTION C-C
SLAB POURING SEQUENCE
Not to Scale
RAILING LAYOUT
(Not to Scale)
SECTION X-X
PLAN
DRIP BEAD DETAILS
Not to Scale
HUMASTON BRIDGE
STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF CONSTRUCTION
RAILING LAYOUT AND PLANS

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

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

December 12, 2023

FN 20 24 025

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.67	2205960	Old Poland Rd (CR 56) over Cincinnati Creek	Trenton	Fed/NYS	$3,768,398.25
				Local	$198,336.75
				Total	$3,966,735.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. The Original contract maintained that Oneida County would offer assistance to the Town of Trenton regarding PIN 2754.67 (BIN 2205960). Oneida County would coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Trenton for all remaining expenditures.

The NYSDOT updated the Project Sponsor guidance for this project, which now requires the Town to be the Project Sponsor. The Town would enter into an agreement with the NYSDOT and be responsible for submitting the reimbursement request to NYSDOT. The County will no longer have an agreement with NYSDOT.

An amendment will be made to the Original Agreement to provide that the Town will perform all acts and submit all documents required for reimbursement of federal and state funds from NYSDOT and will then reimburse the County for the funds advanced by the County

The enclosed amendment to the agreement between Oneida County and the Town of Trenton formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

cc: Nicholas DiGennaro, P.E., CFM, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date

Oneida Co. Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Town of Trenton
8520 Old Poland Road
Barneveld, NY 13304

Title of Activity or Service: Intermunicipal Agreement

Proposed Dates of Operation: Start on Execution – 12/31/2025

Client Population/Number to be Served: N/A

Summary Statements
1) Narrative Description of Proposed Services:
The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.67	2205960	Old Poland Rd (CR 56) over Cincinnati Creek	Trenton	Fed/NYS	$3,768,398.25
				Local	$198,336.75
				Total	$3,966,735.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. The Original contract maintained that Oneida County would offer assistance to the Town of Trenton regarding PIN 2754.67 (BIN 2205960). NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Trenton for all remaining expenditures.

The NYSDOT updated the Project Sponsor guidance for this project, which now requires the Town to be the Project Sponsor. The Town would enter into an agreement with the NYSDOT and be responsible for submitting the reimbursement request to NYSDOT. The County will no longer have an agreement with NYSDOT.

An amendment will be made to the Original Agreement to provide that the Town will perform all acts and submit all documents required for reimbursement of federal and state funds from NYSDOT and will then reimburse the County for the funds advanced by the County.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #: H-557
Total Funding Requested: $3,966,735.00
Oneida County Dept. Funding Recommendation: $3,966,735.00

Proposed Funding Sources **Fed/NYS:** $3,768,398.25
Town of Trenton: $198,336.75

Past Performance Data: N/A
O.C. Department Staff Comments: None

AMENDMENT TO INTERMUNICIPAL AGREEMENT

This Amendment to Intermunicipal Agreement ("Amendment"), effective upon the last date of execution, is by and between the County of Oneida ("County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501, and the Town of Trenton ("Town"), a New York municipal corporation with its principal offices at 8520 Old Poland Road, Barneveld, New York 13304. The County and the Town are referred to herein each as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an intermunicipal agreement (Contract 164734) ("Original Agreement") concerning a project—part of the 2021 BridgeNY Grant Program—to rehabilitate Old Poland Road (CR 56) over Cincinnati Creek, BIN 2205960 ("Project"), using a combination of Town funds and state and federal funds administered by the New York State Department of Transportation ("NYSDOT"); and a copy of the Original Agreement is annexed as Exhibit A; and

WHEREAS, the Original Agreement provided that the federal and state governments, through NYSDOT, would contribute ninety-five percent (95%) toward Project expenditures, up to a maximum amount of Three Million Seven Hundred Sixty-Eight Thousand Three Hundred Ninety-Eight dollars and Twenty-Five cents ($3,768,398.25) and that the Town would contribute a five percent (5%) local match toward Project expenditures, estimated to be One Hundred Ninety-Eight Thousand Three Hundred Thirty-Six dollars and Seventy-Five cents ($198,336.25), for a total project cost of Three Million Nine Hundred Sixty-Six Thousand Seven Hundred Thirty-Five dollars and Zero cents ($3,966,735.00); and

WHEREAS, the Original Agreement contemplated that the County shall advance all project expenditures, subject to reimbursement by NYSDOT to the County, and that the Town

shall reimburse the County for any County-advanced funds not reimbursed to the County by NYSDOT; and

WHEREAS, NYSDOT has made changes to the 2021 BridgeNY Grant Program, whereby NYSDOT will not reimburse the County directly for the County-advanced funds, rather, NYSDOT will reimburse the Town, although the County initially advanced the funds; and

WHEREAS, the Parties wish to amend the Original Agreement to provide that the Town will perform all acts and submit all documents required for reimbursement of federal and state funds from NYSDOT and will then reimburse the County for the funds advanced by the County.

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

1. Section 1.1 of the Original Agreement is amended in its entirety to read as follows:

> "1.1. The County shall act as project manager for the Project and execute and prepare all required documents to the Town for the Town to act as the Project Sponsor for the Project."

2. Section 1.2 of the Original Agreement is amended in its entirety to read as follows:

> "1.2. The County shall assist the Town by performing the duties as the project manager upon the execution of this Agreement. Such duties are anticipated to include managing contracts for the design, construction, and inspection of the Project."

3. Section 1.3 of the Original Agreement is amended to read as follows, provided, however, that there shall be no amendments to the subsections of Section 1.3:

> "1.3. The Town and County agree to the payment structure and terms described herein."

4. Section 1.3.7 of the Original Agreement is amended in its entirety to read as follows:

> "1.3.7. The County shall advance all Project expenditures. The Town shall perform all acts necessary, and submit all documents necessary, to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The Town shall provide to the County proof of documentation submitted to NYSDOT and proof of reimbursement received from the NYSDOT.

5. Section 1.3.8 of the Original Agreement is amended in its entirety to read as follows:

> "1.3.8. The Town shall reimburse the County for any and all expenditures that are reimbursed by the NYSDOT, immediately as such reimbursements are made."

6. Section 2.1 of the Original Agreement is amended in its entirety to read as follows:

> "2.1 The Town expressly and unconditionally guarantees that it shall immediately transmit to the County all Project payments or reimbursements received by the Town from NYSDOT. The Town further expressly and unconditionally guarantees that it shall immediately submit for reimbursement to NYSDOT and pay any and all costs incurred by the County arising out of or in connection with the Project that, for any reason and without regard to fault, are not reimbursed by the NYSDOT to the Town."

7. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Town have executed this Amendment.

COUNTY OF ONEIDA

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

TOWN OF TRENTON

By:_____ Date: 12/11/2023
Joseph E. Smith
Town Supervisor

Approved:

By:_____
Andrew Dean, Esq.
Assistant County Attorney

Oneida County
Contract Tracking Sheet

Contract # 164734 **Code** New **Prior #** ***Dept #***

Vendor Town of Trenton **Type:** Other

Starts on Contract Execution: [x] **Start Date** **End Date** 9/30/2023

Department: Public Works

Appropriation Acct(s): H-557

Revenue Code:

Contract Amount: $3,966,735.00

Contact Person: Kim Flint

Intermunicipal Agreement - BRIDGE NY PIN 2754.67, Town of Trenton; Old Poland Road (CR 56) over Cincinnati Creek

1) County Attorney

			Date	*Item Number*
Approval as to Form:	*YES* X	*NO*		
Contract Amount Over $50,000:	*YES* X	*NO*		
Board of Legislators Approval Req'd:	*YES* X	*NO*		
Board of Acquisition and Contract:	*YES*	*NO* X		
Requires Notary Public:	*YES*	*NO* X		

Comments: **Date:** 5/10/2022 **Initials:** REP

2) Budget Director ***Comments:*** RETURNED TO THE COUNTY ATTORNEY'S OFFICE. **Date:** 05/19/2022 **Initials:** TBK

3) Final Review County Attorney ***Comments:*** **Date:** 5/19/2022 **Initials:** ALCK o/b/o PMR

4) Sent to Board of Legislators

(contract to be held in Law Dept.)

Sent Date: 5-27-22

Approval Date: 7-13-22

Resolution Number: 214

Sent to County Executive for Signature **Date:** 7-18-22

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

ANTHONY J. PICENTE JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

May 19, 2022

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

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.67	2205960	Old Poland Rd (CR 56) over Cincinnati Creek	Trenton	Fed/NYS	$3,768,398.25
				Local	$198,336.75
				Total	$3,966,735.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has offered assistance to the Town of Trenton regarding PIN 2754.67. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H-557 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Trenton for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Trenton formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

cc: Nicholas DiGennaro, P.E., CFM, Deputy Commissioner

Oneida Co. Department: Public Works

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Town of Trenton
8520 Old Poland Road
Barneveld, NY 13304

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2023
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:
The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.67	2205960	Old Poland Rd (CR 56) over Cincinnati Creek	Trenton	Fed/NYS	$3,768,398.25
				Local	$198,336.75
				Total	$3,966,735.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has offered assistance to the Town of Trenton regarding PIN 2754.67 (BIN 2205960). NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Trenton for all remaining expenditures.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-557
Total Funding Requested:	$3,966,735.00
Oneida County Dept. Funding Recommendation:	$3,966,735.00
Proposed Funding Sources Fed/NYS:	$3,768,398.25
Town of Trenton:	$198,336.75

Past Performance Data: N/A
O.C. Department Staff Comments: None

INTRODUCTORY NO. 214

F.N. 2022-222

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 214

INTRODUCED BY: Messrs. Waterman, Flisnik, Buck
2ND BY: Mr. Joseph

RE: **APPROVAL OF AN INTERMUNICIPAL AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH ITS DEPARTMENT OF PUBLIC WORKS, AND THE TOWN OF TRENTON**

WHEREAS, This Board is in receipt of an Intermunicipal Agreement between Oneida County, through its Department of Public Works, and the Town of Trenton, for a total cost of $3,966,735.00, to assist in the coordination of design, construction inspection and construction services relative to Project Identification Number (PIN) 2754.67, Old Poland Rd. (CR 56) over Cincinnati Creek (BIN 2205960), and

WHEREAS, The Town of Trenton has been awarded ninety-five percent (95%) of the total estimated cost of the Project, or $3,768,398.25, through the New York State Department of Transportation's New York State FFY 2020-2023 Statewide Transportation Improvement Program (STIP) which provides federal funding to address highway safety, bridge and highway infrastructure, public transportation infrastructure, and bicycle and pedestrian enhancements, and

WHEREAS, The Town of Trenton will be responsible for a local match of five percent (5%) of the total estimated cost of the project, or $198,336.75, and

WHEREAS, The New York State Department of Transportation will designate the Oneida County Department of Public Works as the Project Sponsor for Project Identification Number (PIN) 2754.67, Old Poland Rd. (CR 56) over Cincinnati Creek (BIN 2205960), with the Oneida County Department of Public Works providing assistance to the Town of Trenton to ensure compliance with the Locally Administered Federal Aid Project (LAFAP) requirements associated with the federal funding, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby authorizes and approves an Intermunicipal Agreement between Oneida County, through its Department of Public Works, and the Town of Trenton, commencing upon execution and ending upon completion of the project, anticipated to be no later than September 30, 2023.

APPROVED: Public Works Committee (July 12, 2022)
Ways and Means Committee (July 13, 2022)

DATED: July 13, 2022

Adopted by the following vote:
AYES 23 NAYS 0 ABSENT 0

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF TRENTON (hereinafter referred to as the "Town"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 8520 Old Poland Road, Barneveld, New York 13304, and the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate Old Poland Road (CR 56) over Cincinnati Creek, BIN 2205960, located in the Town of Trenton, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (hereinafter the "NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.67, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount payable of Three Million Seven Hundred Sixty-Eight Thousand Three Hundred Ninety-Eight dollars and Twenty-Five cents ($3,768,398.25) in the form of Federal and State Aid; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set forth in said subsequent agreement, and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is Three Million, Nine Hundred Sixty-Six Thousand, Seven Hundred and Thirty-Five dollars ($3,966,735.00).

1.3.4. The federal and state governments, through the NYSDOT, have committed to provide ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount of Three Million, Seven Hundred Sixty-Eight Thousand, Three Hundred and Ninety-Eight dollars and Twenty-Five cents ($3,768,398.25), with a five percent (5%) local match.

1.3.5. The NYSDOT may provide the additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the five percent (5%) local match, estimated to be One Hundred Ninety-Eight Thousand, Three Hundred and Thirty-Six dollars and Seventy-Five cents ($198,336.25).

1.3.7. The County shall advance all Project expenditures, and shall complete all necessary documents to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all costs

incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

4. NON WAIVER

4.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

5.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

6. INCORPORATION BY REFERENCE

6.1 The Addendum - Standard Oneida County Conditions, is deemed incorporated into this Agreement as **EXHIBIT A**.

6.2 The NYS Department of Transportation Initial Project Proposal (IPP) for this project is deemed incorporated into this Agreement as **EXHIBIT B**.

7. AUTHORITY TO ACT/SIGN

7.1 The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions

contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

Oneida County

Anthony J. Picente, Jr.
Oneida County Executive

Date: 7/18/22

Town of Trenton

Joseph E. Smith
Town Supervisor

Date: 05/26/2022

Approved

By:
Robert E. Pronteau
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

   i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

   ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

   iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

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

INITIAL PROJECT PROPOSAL

PIN#: 275467

275467	Bridge NY 2021: Old Poland Rd (CR 56) over Cincinnati Creek (BIN 2205960), Town of Trenton, Oneida C

Old Poland Rd (CR 56) over Cincinnati Creek (BIN 2205960), Town of Trenton, Oneida Co

PROJECT MANAGER	RESP ORG	CURRENT STATUS	LET BY	LET DATE	PS&E DATE
	LOCAL	CANDIDATE	LOCAL	01/23/2023	

PUBLIC FRIENDLY DESCRIPTION

This project will replace the bridge that carries Old Poland Road, County Route 56, over the Cincinnati Creek in the Town of Trenton, Oneida County.

COST & FUNDING

SCOPING

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	03/31/2022	Off	6,500
		STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	Off	123,500
		Grand Total				**130,000**

RIGHT OF WAY INCIDENTALS

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	03/31/2022	Off	375
		STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	Off	7,125
		Grand Total				**7,500**

RIGHT OF WAY ACQUISITION

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	08/29/2022	Off	875
		STBG OFF SYSTEM BRIDGE	Planned	08/29/2022	Off	16,625
		Grand Total				**17,500**

PRELIMINARY DESIGN

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	03/31/2022	Off	6,500
		STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	Off	123,500
		Grand Total				**130,000**

DETAILED DESIGN

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	08/29/2022	Off	19,500
		STBG OFF SYSTEM BRIDGE	Planned	08/29/2022	Off	370,500
		Grand Total				**390,000**

CONSTRUCTION INSPECTION

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	11/28/2022	Off	18,750
		STBG OFF SYSTEM BRIDGE	Planned	11/28/2022	Off	356,250
		Grand Total				**375,000**

CONSTRUCTION

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	11/28/2022	Off	145,837
		STBG OFF SYSTEM BRIDGE	Planned	11/28/2022	Off	2,770,898

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		Grand Total				2,916,735

PROJECT TOTAL

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	03/31/2022	Off	13,375
		LOCAL GOVT UNIT	Planned	08/29/2022	Off	20,375
		LOCAL GOVT UNIT	Planned	11/28/2022	Off	164,587
		STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	Off	254,125
		STBG OFF SYSTEM BRIDGE	Planned	08/29/2022	Off	387,125
		STBG OFF SYSTEM BRIDGE	Planned	11/28/2022	Off	3,127,148
		Grand Total				3,966,735

SCOPE OF WORK

Scope of Work	Primary SoW	SoW Percentage	FMIS Improvement Type
BRIDGE: REPLACEMENT: STRUCTURAL	Yes	100 %	10 - Bridge Replacement - Added Capacity

ACCOMPLISHMENT DETAILS

ACCOMPLISHMENT	UNIT	QUANTITY
BRIDGE REPLACEMENT (STRUCTURAL)	# BRIDGES	1

GEOGRAPHIC LOCATIONS

ASSEMBLY	Robert J. Smullen
CONGRESS	Claudia Tenney
COUNTY	ONEIDA
MPO	HERKIMER-ONEIDA COUNTIES TRANSPORTATION STUDY
SENATE	Joseph A. Griffo

STRUCTURE DETAIL

Structure Type	Structure ID	Functional Class
BRIDGE	2205960	9-Rural Local

COMMENTS

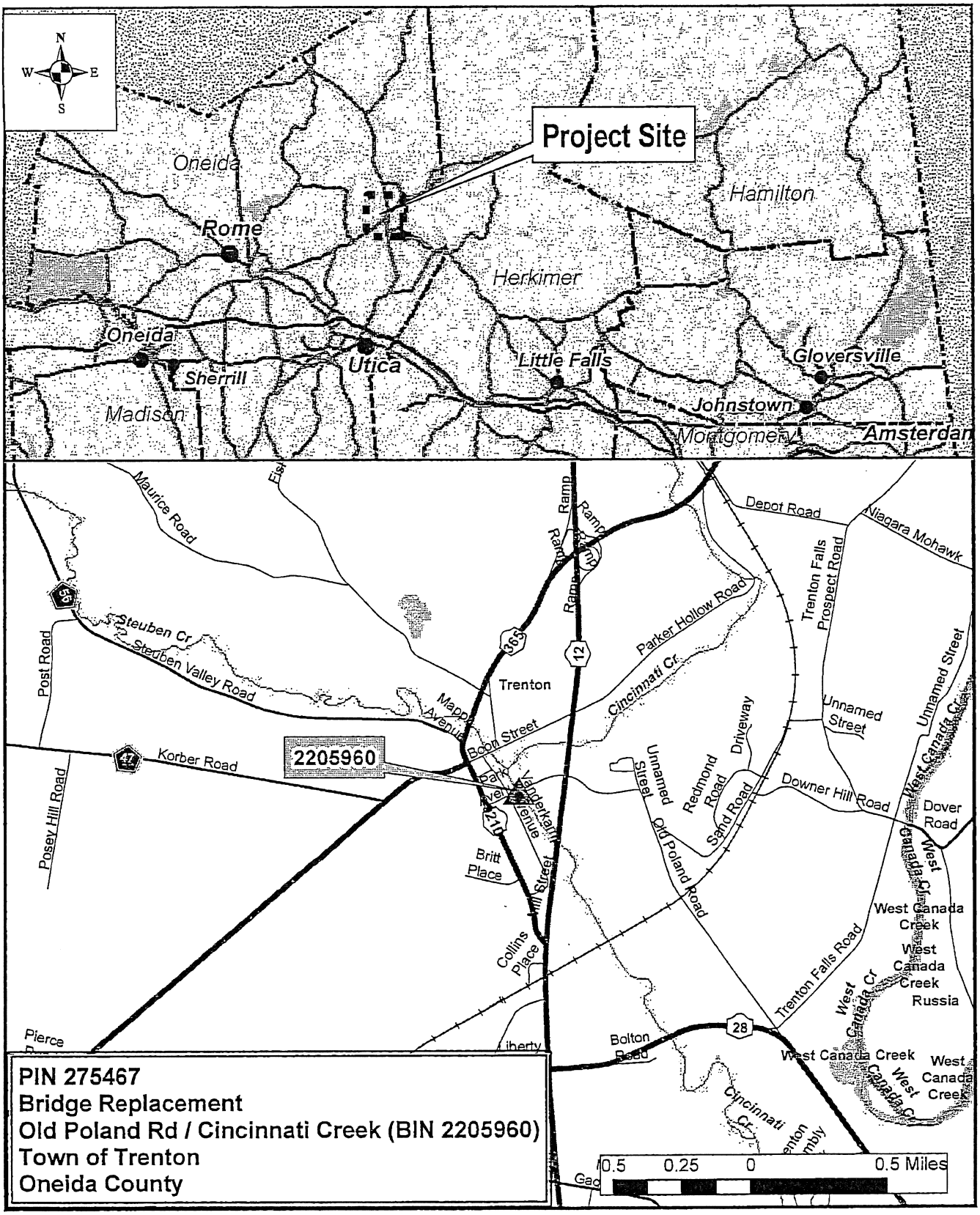
Type	Entry Date	Recorded By	Comment
			BNY Award = 3,768,399 Project will use 80% fed / 15% Toll Cr / 5% Local FC = 09, therefore OSB funding
COST	01/06/2022	Mark DeRocco	Cost Category breakdown determined from BNY applications & instructions
COST	01/04/2022	Christine Labuzzetta	BNY Award = 3,768,399
COST	01/04/2022	Christine Labuzzetta	FC = 09, Therefore OSB funding
COST	01/04/2022	Christine Labuzzetta	Project will use 80% fed / 15% Toll Cr / 5% Local

INITIAL PROJECT PROPOSAL

RPPM RECOMMENDATION: Deborah S. Windecker Date: 02/01/2022

REGIONAL DIRECTOR APPROVAL: Linda Lubey Date: 02/01/2022

PIN 275467
Location Map



PIN 275467
Bridge Replacement
Old Poland Rd / Cincinnati Creek (BIN 2205960)
Town of Trenton
Oneida County

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

ANTHONY J. PICENTE JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

FN 20 24-022

PUBLIC WORKS

WAYS & MEANS

December 12, 2023

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

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.66	2205740	Round Lake Rd over Long Lake Outlet	Forestport	Fed/NYS	$1,149,880.00
				Local	$60,520.00
				Total	$1,210,400.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. The Original contract maintained that Oneida County would offer assistance to the Town of Forestport regarding PIN 2754.66 (BIN 2205740). Oneida County would coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Forestport for all remaining expenditures.

The NYSDOT updated the Project Sponsor guidance for this project, which now requires the Town to be the Project Sponsor. The Town would enter into an agreement with the NYSDOT and be responsible for submitting the reimbursement request to NYSDOT. The County will no longer have an agreement with NYSDOT.

An amendment will be made to the Original Agreement to provide that the Town will perform all acts and submit all documents required for reimbursement of federal and state funds from NYSDOT and will then reimburse the County for the funds advanced by the County

The enclosed amendment to the agreement between Oneida County and the Town of Forestport formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

RECEIVED
DEC 12 2023

cc: Nicholas DiGennaro, P.E., CFM, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 12-12-23

Oneida Co. Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Town of Forestport
12012 Woodhull Road
Forestport, NY 13338

Title of Activity or Service: Intermunicipal Agreement

Proposed Dates of Operation: Start on Execution

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:
The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.66	2205740	Round Lake Road over Long Lake Outlet	Forestport	Fed/NYS	$1,149,880.00
				Local	$60,520.00
				Total	$1,210,400.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. The Original contract maintained that Oneida County would offer assistance to the Town of Forestport regarding PIN 2754.66 (BIN 2205740). Oneida County would coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Forestport for all remaining expenditures.

The NYSDOT updated the Project Sponsor guidance for this project, which now requires the Town to be the Project Sponsor. The Town would enter into an agreement with the NYSDOT and be responsible for submitting the reimbursement request to NYSDOT. The County will no longer have an agreement with NYSDOT.

An amendment will be made to the Original Agreement to provide that the Town will perform all acts and submit all documents required for reimbursement of federal and state funds from NYSDOT and will then reimburse the County for the funds advanced by the County

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-557
Total Funding Requested:	$1,210,400.00
Oneida County Dept. Funding Recommendation:	$1,210,400.00
Proposed Funding Sources Fed/NYS:	$1,149,880.00
Town of Forestport:	$60,520.00

Past Performance Data: N/A
O.C. Department Staff Comments: None

AMENDMENT TO INTERMUNICIPAL AGREEMENT

This Amendment to Intermunicipal Agreement ("Amendment"), effective upon the last date of execution, is by and between the County of Oneida ("County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501, and the Town of Forestport ("Town"), a New York municipal corporation with its principal offices at 12012 Woodhull Road, Forestport, New York 13338. The County and the Town are referred to herein each as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an intermunicipal agreement (Contract 164733) ("Original Agreement") concerning a project—part of the 2021 BridgeNY Grant Program—to rehabilitate Round Lake Road over Long Lake Outlet, BIN 2205740 ("Project"), using a combination of Town funds and state and federal funds administered by the New York State Department of Transportation ("NYSDOT"); and a copy of the Original Agreement is annexed as Exhibit A; and

WHEREAS, the Original Agreement provided that the federal and state governments, through NYSDOT, would contribute ninety-five percent (95%) toward Project expenditures, up to a maximum amount of one million one hundred forty-nine thousand eight hundred eighty dollars and zero cents ($1,149,880.00) and that the Town would contribute a five percent (5%) local match toward Project expenditures, estimated to be sixty thousand five hundred twenty dollars and zero cents ($60,520.00), for total project cost of one million two hundred ten thousand four hundred dollars and zero cents ($1,210,400.00); and

WHEREAS, the Original Agreement contemplated that the County shall advance all project expenditures, subject to reimbursement by NYSDOT to the County, and that the Town

shall reimburse the County for any County-advanced funds not reimbursed to the County by NYSDOT; and

WHEREAS, NYSDOT has made changes to the 2021 BridgeNY Grant Program, whereby NYSDOT will not reimburse the County directly for the County-advanced funds, rather, NYSDOT will reimburse the Town, although the County initially advanced the funds; and

WHEREAS, the Parties wish to amend the Original Agreement to provide that the Town will perform all acts and submit all documents required for reimbursement of federal and state funds from NYSDOT and will then reimburse the County for the funds advanced by the County.

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

1. Section 1.1 of the Original Agreement is amended in its entirety to read as follows:

> "1.1. The County shall act as project manager for the Project and execute and prepare all required documents to the Town for the Town to act as the Project Sponsor for the Project."

2. Section 1.2 of the Original Agreement is amended in its entirety to read as follows:

> "1.2. The County shall assist the Town by performing the duties as the project manager upon the execution of this Agreement. Such duties are anticipated to include managing contracts for the design, construction, and inspection of the Project."

3. Section 1.3 of the Original Agreement is amended to read as follows, provided, however, that there shall be no amendments to the subsections of Section 1.3:

> "1.3. The Town and County agree to the payment structure and terms described herein."

4. Section 1.3.7 of the Original Agreement is amended in its entirety to read as follows:

> "1.3.7. The County shall advance all Project expenditures. The Town shall perform all acts necessary, and submit all documents

necessary, to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The Town shall provide to the County proof documentation submitted to NYSDOT and proof of reimbursement received from the NYSDOT.

5. Section 1.3.8 of the Original Agreement is amended in its entirety to read as follows:

> "1.3.8. The Town shall reimburse the County for any and all expenditures that are reimbursed by the NYSDOT, immediately as such reimbursements are made."

6. Section 2.1 of the Original Agreement is amended in its entirety to read as follows:

> "2.1 The Town expressly and unconditionally guarantees that it shall immediately transmit to the County all Project payments or reimbursements received by the Town from NYSDOT. The Town further expressly and unconditionally guarantees that it shall immediately submit for reimbursement to NYSDOT and pay any and all costs incurred by the County arising out of or in connection with the Project that, for any reason and without regard to fault, are not reimbursed by the NYSDOT to the Town."

7. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Town have executed this Amendment.

COUNTY OF ONEIDA

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

TOWN OF FORESTPORT

By:_____ Date: 12/4/23
TJ Entwistle
Town Supervisor

Approved:

By:_____
Andrew Dean, Esq.
Assistant County Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.B. Payne Co. Inc. 27 Schuyler St PO Box 373 Boonville NY 13309	CONTACT NAME: Barbara Curry PHONE (A/C, No, Ext): (315) 942-4434 FAX (A/C, No): (315) 942-5757 E-MAIL ADDRESS: bcurry@wbpayneco.com
INSURED Town Of Forestport 10275 St Rte 28 Forestport NY 13338	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : New York Municipal Insurance Reciprocal INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2324 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MPLTFORS001	07/10/2023	07/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MCATFORS001	07/10/2023	07/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
INSA	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	MECTFORS001	07/10/2023	07/10/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Owners & Contractors Protective Liability			MOCTFORS001	07/10/2023	07/10/2024	$2,000,000 Aggregate $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on the General Liability on a Primary and Non-Contributory basis, Waiver of subrogation and Thirty day written notice of cancellation applies as per written contract regarding the Snow and Ice Control Agreement.

RECEIVED
AUG 18 2023
ONEIDA COUNTY ATTORNEY

CERTIFICATE HOLDER

Oneida County
800 Park Avenue
Utica NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barbara Curry

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

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

December 11, 2023

FN 20 24-027

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

In June 2023, proposals were solicited from qualified professional consultants to prepare plans, specifications, and estimates for the 2023 highway guide rail program. The scope of work includes designs for guiderails at dozens of locations. On August 16, 2023, the Oneida County Board of Acquisition and Contract approved the proposal of Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. in an amount not to exceed $70,000.00.

Please consider the attached agreement, which becomes effective upon the issuance of a notice to proceed and continues through the completion of work, anticipated to be no later than December 31, 2024. If the agreement meets with your approval, please forward the same to the Board of Legislators for its consideration. Thank you in advance for your consideration and approval.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

RECEIVED
DEC 12 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-12-23

Oneida Co. Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C.
860 Hooper Road
Endwell, New York 13760

Title of Activity or Service: 2023 Guide Rail Program, Various Locations
Contract No. H2357499

Proposed Dates of Operation: Start on Notice to Proceed – December 31, 2024

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** Proposals were solicited from qualified professional consultants to prepare plans, specifications, and estimates for the 2023 highway guide rail program. The scope of work includes new designs for guide rail at 40 locations and removal/replacement of guiderail at 33 locations. On August 16, 2023, the Oneida County Board of Acquisition and Contract approved the proposal of Delta Engineers in an amount not to exceed $70,000.00.

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

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

Account #: H-DPW-076 (H-614)

Total Funding Requested: $70,000.00

Oneida County Dept. Funding Recommendation: $70,000.00

Proposed Funding Sources (Federal $/State $/County $): $70,000.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement (the "Agreement"), dated as of its full execution, is by and between the County of Oneida ("County"), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. ("Consultant"), a New York domestic professional service corporation with its place of business at 860 Hooper Road, Endwell, New York 13760. The County and Consultant are each a "Party" and together the "Parties".

WITNESSETH:

WHEREAS, the County requires design and consulting services in connection with its 2023 Guiderail Replacement Program, and issued a request for proposals for the services, a copy of which is annexed as **Attachment B** ("RFP"); and

WHEREAS, Consultant has submitted a proposal to provide such services, a copy of which is annexed as **Attachment C** ("Consultant Proposal"); and

WHEREAS, the County wishes to retain Consultant to provide the services, and the Consultant wishes to provide the services in exchange for payment;

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which the Partis acknowledge, the Parties agree as follows.

1. **SERVICES**

1.1. Consultant shall provide the services described in the RFP attached hereto as Attachment B and the Consultant Proposal, attached hereto as Attachment C (collectively, the "Services").

2. **TERM**

2.1. The term of this Agreement shall commence upon the County's issuance to Consultant of a written Notice to Proceed and shall terminate upon completion of all work required of Consultant, but no later than December 31, 2024.

3. **NOTICE TO PROCEED**

3.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, as defined herein, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued and County shall have no obligation to compensate Consultant for any Services performed before the Notice to Proceed is issued.

4. **COMPENSATION**

4.1. For providing the Services, Consultant will be paid a not-to-exceed fee of **Seventy**

Thousand dollars and Zero cents ($70,000.00), for the Services identified in **Attachment B**.

4.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

4.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the lump sum fixed fee and not–to-exceed fee.

4.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

4.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement, deduct the cost from the amounts due under this Agreement, and recover any remaining costs from Consultant.

4.6. Additional compensation, at a mutually agreed upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, that are not the fault of Consultant.

4.7. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

5. EXECUTORY OR NON-APPROPRIATION CLAUSE

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to

termination, and shall not receive actual or consequential damages as a result of termination.

6. SCOPE OF SERVICES

6.1. Consultant agrees to provide Services in accordance with the project description and scope of services, as set forth in **Attachment B**.

6.2. Consultant shall furnish all staffing, equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

7. PERFORMANCE OF SERVICES

7.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

7.2. Consultant's Services shall be performed, completed and submitted with reasonable care and in accordance with industry standards.

7.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

7.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

7.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

7.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

7.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

7.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of

County, without the prior written authorization of the County.

7.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

7.10. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

8. **NON-ASSIGNMENT**

8.1. In compliance with New York General Municipal Law Section 109, Consultant shall not assign, transfer, convey, sublet or otherwise disposing of this Agreement, or of its right, title, or interest therein, or its power to execute such Agreement, to any other person or corporation without the previous consent in writing of the County.

9. **SUBCONTRACTS**

9.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

9.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of all sub-consultants to whom it proposes to award any portion of the Services.

9.3. Agreements between Consultant and any sub-consultants identified in Paragraph 8.1 shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

10. **CHANGE IN SERVICES**

10.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

11. **PROJECT MANAGERS**

11.1. County designates the Deputy Commissioner of the Department of Public Works, Division of Engineering, as its Project Manager (the "Project Manager"), who shall be responsible for administering and interpreting the terms and conditions of this Agreement,

for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its Project Manager, Consultant will be notified in writing.

11.2. Consultant designates Christopher J. Maby, CPESC, as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub-consultant shall be subject to approval by the Project Manager for County.

12. **NOTICES**

12.1. Any notice to County shall be sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

12.2. Any notice to Consultant shall be sent by United States mail, postage prepaid, to Consultant's Project Manager at 860 Hooper Road, Endwell, New York 13760, or at such other address last furnished in writing.

13. **INDEPENDENT CONTRACTOR STATUS**

13.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its sub-consultant(s), if any, and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County. 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.

13.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for

all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

14. **ASSUMPTION OF RISK AND INDEMNIFICATION**

14.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

14.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its sub-consultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks Consultant assumes under this Section, (b) the Consultant's or its sub-consultant's performance of the Agreement, (c) intentional or negligent acts or omissions of Consultant, its officers, sub-consultants, employees, or agents, or (d) Consultant's and/or its sub-consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

14.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

14.4. This assumption of risk by Consultant is absolute.

15. **INSURANCE REQUIREMENTS**

15.1. Consultant 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.

15.2. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. 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, personal and advertising injury. County shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

15.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

15.4. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as additional insureds on a primary and non-contributing basis.

15.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. County shall be included as additional insureds. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

15.6. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim.

15.7. Waiver of Subrogation: Consultant waives all rights against County and it agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

15.8. County shall not issue a notice to proceed until certificates evidencing the insurance

required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

16. **REQUIRED PROVISIONS OF LAW**

16.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

16.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

16.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

17. **BREACH**

17.1. A breach of this Agreement shall include, but not be limited to, the following:

17.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

17.1.2. If any representation or warranty made by Consultant in this Agreement shall be

incorrect or fallacious in any respect.

17.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

17.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

17.1.5. County shall regularly review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a period of time deemed reasonable to County, then this will be cause for Agreement termination.

17.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

17.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

17.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

18. TERMINATION

18.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days' written notice.

18.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement, and Consultant shall be entitled to no other compensation or damages and expressly waives same.

18.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

19. **DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

19.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Consultant shall become County's property when the work is complete, and the Consultant has received final payment for the services under this Agreement. All documents, including and drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service with respect to the projects. Such documents are not intended or represented to be suitable for reuse by County or others on extensions of these projects or on any other project. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19.2. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County.

20. **ADDENDUM**

20.1. Consultant shall comply with **Attachment A,** Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

21. **NON WAIVER**

21.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

22. **CHOICE OF LAW/FORUM**

22.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

22.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

23. **ORDER OF PRECEDENCE**

23.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

23.1.1. **Attachment A – Addendum**

23.1.2. **Attachment D – Change Order**, in reverse chronological order, if applicable

23.1.3. **This Agreement**

23.1.4. **Attachment B – Request for Proposal**

23.1.5. **Attachment C – Consultant Proposal**

24. **SUCCESSORS AND ASSIGNS**

24.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

25. **SEVERABILITY**

25.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. **ENTIRE AGREEMENT**

26.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

27. **COUNTERPARTS**

27.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

28. **AUTHORITY TO ACT/SIGN**

28.1. Consultant's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

29. **ADVICE OF COUNSEL**

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

30. **AMENDMENTS**

30.1. This Agreement may not be amended except through a written agreement of the Parties, provided, however, that amendments to the Services and/or Consultant's compensation, if needed, may be in the form of the Change Order attached hereto as **Attachment D**.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, D.P.C.

Anthony R. Paniccia, P.E., J.D
President and CEO

Date: 11/29/2023

APPROVED BY

Andrew Dean, Esq.
Assistant County Attorney

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement (the "Agreement"), dated as of its full execution, is by and between the County of Oneida ("County"), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. ("Consultant"), a New York domestic professional service corporation with its place of business at 860 Hooper Road, Endwell, New York 13760. The County and Consultant are each a "Party" and together the "Parties".

WITNESSETH:

WHEREAS, the County requires design and consulting services in connection with its 2023 Guiderail Replacement Program, and issued a request for proposals for the services, a copy of which is annexed as **Attachment B** ("RFP"); and

WHEREAS, Consultant has submitted a proposal to provide such services, a copy of which is annexed as **Attachment C** ("Consultant Proposal"); and

WHEREAS, the County wishes to retain Consultant to provide the services, and the Consultant wishes to provide the services in exchange for payment;

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which the Partis acknowledge, the Parties agree as follows.

1. **SERVICES**

1.1. Consultant shall provide the services described in the RFP attached hereto as Attachment B and the Consultant Proposal, attached hereto as Attachment C (collectively, the "Services").

2. **TERM**

2.1. The term of this Agreement shall commence upon the County's issuance to Consultant of a written Notice to Proceed and shall terminate upon completion of all work required of Consultant, but no later than December 31, 2024.

3. **NOTICE TO PROCEED**

3.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, as defined herein, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued and County shall have no obligation to compensate Consultant for any Services performed before the Notice to Proceed is issued.

4. **COMPENSATION**

4.1. For providing the Services, Consultant will be paid a not-to-exceed fee of **Seventy**

Thousand dollars and Zero cents ($70,000.00), for the Services identified in **Attachment B**.

4.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

4.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the lump sum fixed fee and not–to-exceed fee.

4.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

4.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement, deduct the cost from the amounts due under this Agreement, and recover any remaining costs from Consultant.

4.6. Additional compensation, at a mutually agreed upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, that are not the fault of Consultant.

4.7. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

5. EXECUTORY OR NON-APPROPRIATION CLAUSE

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to

termination, and shall not receive actual or consequential damages as a result of termination.

6. **SCOPE OF SERVICES**

6.1. Consultant agrees to provide Services in accordance with the project description and scope of services, as set forth in **Attachment B**.

6.2. Consultant shall furnish all staffing, equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

7. **PERFORMANCE OF SERVICES**

7.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

7.2. Consultant's Services shall be performed, completed and submitted with reasonable care and in accordance with industry standards.

7.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

7.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

7.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

7.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

7.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

7.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of

County, without the prior written authorization of the County.

7.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

7.10. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

8. NON-ASSIGNMENT

8.1. In compliance with New York General Municipal Law Section 109, Consultant shall not assign, transfer, convey, sublet or otherwise disposing of this Agreement, or of its right, title, or interest therein, or its power to execute such Agreement, to any other person or corporation without the previous consent in writing of the County.

9. SUBCONTRACTS

9.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

9.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of all sub-consultants to whom it proposes to award any portion of the Services.

9.3. Agreements between Consultant and any sub-consultants identified in Paragraph 8.1 shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

10. CHANGE IN SERVICES

10.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

11. PROJECT MANAGERS

11.1. County designates the Deputy Commissioner of the Department of Public Works, Division of Engineering, as its Project Manager (the "Project Manager"), who shall be responsible for administering and interpreting the terms and conditions of this Agreement,

for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its Project Manager, Consultant will be notified in writing.

11.2. Consultant designates Christopher J. Maby, CPESC, as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub-consultant shall be subject to approval by the Project Manager for County.

12. **NOTICES**

12.1. Any notice to County shall be sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

12.2. Any notice to Consultant shall be sent by United States mail, postage prepaid, to Consultant's Project Manager at 860 Hooper Road, Endwell, New York 13760, or at such other address last furnished in writing.

13. **INDEPENDENT CONTRACTOR STATUS**

13.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its sub-consultant(s), if any, and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County. 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.

13.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for

all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

14. **ASSUMPTION OF RISK AND INDEMNIFICATION**

14.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

14.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its sub-consultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks Consultant assumes under this Section, (b) the Consultant's or its sub-consultant's performance of the Agreement, (c) intentional or negligent acts or omissions of Consultant, its officers, sub-consultants, employees, or agents, or (d) Consultant's and/or its sub-consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

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16.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

16.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

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17.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

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18.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement, and Consultant shall be entitled to no other compensation or damages and expressly waives same.

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19. **DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

19.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Consultant shall become County's property when the work is complete, and the Consultant has received final payment for the services under this Agreement. All documents, including and drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service with respect to the projects. Such documents are not intended or represented to be suitable for reuse by County or others on extensions of these projects or on any other project. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19.2. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County.

20. **ADDENDUM**

20.1. Consultant shall comply with **Attachment A,** Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

21. **NON WAIVER**

21.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

22. **CHOICE OF LAW/FORUM**

22.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

22.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

23. **ORDER OF PRECEDENCE**

23.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

23.1.1. **Attachment A – Addendum**

23.1.2. **Attachment D – Change Order**, in reverse chronological order, if applicable

23.1.3. **This Agreement**

23.1.4. **Attachment B – Request for Proposal**

23.1.5. **Attachment C – Consultant Proposal**

24. **SUCCESSORS AND ASSIGNS**

24.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

25. **SEVERABILITY**

25.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. **ENTIRE AGREEMENT**

26.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

27. **COUNTERPARTS**

27.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

28. **AUTHORITY TO ACT/SIGN**

28.1. Consultant's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

29. **ADVICE OF COUNSEL**

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

30. **AMENDMENTS**

30.1. This Agreement may not be amended except through a written agreement of the Parties, provided, however, that amendments to the Services and/or Consultant's compensation, if needed, may be in the form of the Change Order attached hereto as **Attachment D**.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, D.P.C.

Anthony R. Paniccia, P.E., J.D
President and CEO

Date: 11/29/2023

APPROVED BY

Andrew Dean, Esq.
Assistant County Attorney

ATTACHMENT A

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 statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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)

_____

_____

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 (HIPPA). When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

   i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
   ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

   i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
   ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
   iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
   iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
   v. Make available protected health information in accordance with 45 CFR §164.524;
   vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
   vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
   viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
   ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as

defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under

this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may

have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

    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.

17.

a. 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.

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.

19. 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.

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

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

Oneida County Department of Public Works

Division of Engineering
5999 Judd Road, Oriskany
New York 13424

Request for Proposal

PROFESSIONAL CONSULTING SERVICES

FOR

2023 GUIDERAIL REPLACEMENT PROGRAM

June 2023

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

1. Introduction

1.1. The County of Oneida (the "County") is soliciting a proposal for Professional Consulting Services defined in Section 2. Project Description and Section 3. Scope of Services.

1.2. Proposal must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB flash drive to:

Nicholas P. DiGennaro, P.E., CFM
Deputy Commissioner Engineering
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3. Proposal is due at the above address no later than 2:00 p.m. on June 29, 2023.

1.4. Submit questions relating to this RFP to Nicholas P. DiGennaro, P.E., CFM at ndigennaro@ocgov.net.

1.5. Contact Jason Swistak at (315) 793-6240 (jswistak@ocgov.net) for site visits.

2. Project Description

2.1. Remove and replace existing highway guide rail at locations identified on the following Appendices, attached hereto.

2.1.1. Appendix G, Page 3 (Section 1-4)

2.1.2. Appendix G, Page 7 (Section 1-2)

2.1.3. Appendix G, Page 9 (Section 1-2)

2.1.4. Appendix G, Page 10 (Section 1)

2.1.5. Appendix G, Page 13 (Section 1-2)

2.1.6. Appendix G, Page 19 (Section 1-2)

2.1.7. Appendix G, Page 20 (Section 3-4)

2.1.8. Appendix G, Page 21 (Section 5-7)

2.1.9. Appendix G, Page 23 (Section 1-2)

2.1.10. Appendix G, Page 24 (Section 3)

2.2. Provide new highway guide rail at locations identified on the following Appendices.

2.2.1. Appendix G, Page 1 (Section 1-2)

2.2.2. Appendix G, Page 2 (Section 1-2)

2.2.3. Appendix G, Page 4 (Section 1-2)

2.2.4. Appendix G, Page 5 (Section 1-2)

2.2.5. Appendix G, Page 6 (Section 1)

2.2.6. Appendix G, Page 8 (Section 1-2)

2.2.7. Appendix G, Page 10 (Section 1)

2.2.8. Appendix G, Page 11 (Section 1-4)

2.2.9. Appendix G, Page 12 (Section 1-2)

2.2.10. Appendix G, Page 14 (Section 1-4)

2.2.11. Appendix G, Page 15 (Section 1-2)

2.2.12. Appendix G, Page 16 (Section 3-6)

2.2.13. Appendix G, Page 17 (Section 1-3)

2.2.14. Appendix G, Page 18 (Section 1)

2.2.15. Appendix G, Page 22 (Section 1-2)

2.3. Determine appropriate rail type, length, layout and terminations based on existing highway geometry and potential hazards.

3. Scope of Services

3.1. Consultant shall design a complete project suited to each location. The Consultant will be responsible for designing the most cost effective and functional system.

3.2. The Consultant shall be required to prepare plans, bid specifications, and estimates compliant with New York State General Municipal Law for the project, as described in Section 2, Project Description, and as directed by the County.

3.3. Services shall include any and all fieldwork. Without exception, the Consultant shall be responsible for preparing and securing all permits in association with the construction of this project. The County shall pay all permit fees.

3.4. Plans and bid specifications shall be prepared in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:

3.4.1. NYSDOT:

3.4.1.1. The Environmental Manual

3.4.1.2. Standard Specifications for Construction and Materials

3.4.1.3. Highway Design Manual - Volume 1, 2 and 3

3.4.1.4. Manual of Uniform Traffic Control Devices

3.4.1.5. Engineering Instructions / Bulletins

3.4.2. AASHTO:

3.4.2.1. Policy on Geometric Design of Highways and Streets

3.4.3. Any other applicable NYSDOT or AASHTO guideline.

3.5. Generate formal minutes for all meetings. Distribute minutes to the County and all other parties involved.

3.6. Consultant Services shall be divided into the following sequential phases:

3.6.1. Implementation

3.6.1.1. Confer with the County and review recommendations/requirements of the Project to arrive at a mutual understanding of the scope.

3.6.1.2. Inspect site(s) and review existing data available for project development.

3.6.1.3. Analyze design alternatives regarding cost and schedule. Submit results to the County for review and selection.

3.6.2. Design Development

3.6.2.1. Verify design alternative(s) selected by the County.

3.6.2.2. Prepare preliminary drawings and specifications sufficient to permit review and approval by County.

3.6.2.3. Review and incorporate comments and revisions into design.

3.6.2.4. Provide a statement of probable construction cost.

3.6.3. Comments, Revisions and Final Review

3.6.3.1. Submit final drawings and specifications to County for review.

3.6.3.2. Review and incorporate comments and revisions into design.

3.6.3.3. Provide a detailed statement of probable construction cost.

3.6.3.4. Provide all information generated during design development. Include, as a minimum, all calculations, computer program outputs, and ASCII survey coordinate file(s).

3.6.4. Bid Documents

3.6.4.1. Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

3.6.4.2. Deliver all bid documents to County within ten days after final review and approval.

3.6.4.3. Provide entire set of bid documents electronically in PDF file format.

3.6.5. Public Bidding

3.6.5.1. The County shall reproduce and distribute all construction documents.

3.6.5.2. Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

3.6.5.3. Review bids submitted by contractors and forward recommendation to the County.

3.6.6. Construction Phase

3.6.6.1. All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract, the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review and approval, and provide additional services when requested. The cost for these services shall be funded through a contingency fund of Five Thousand Dollars ($5,000.00). This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to the Project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Consultant shall provide this information on a separate sheet titled "Schedule A".

3.6.7. "Record" Drawings

3.6.7.1. Upon completion of the Project, assemble all job notes, directives, change orders, and other pertinent data fully describing all changes to the original plans and specifications.

3.6.7.2. Revise original drawings and specifications accurately depicting the "as-built" condition of the Project.

3.6.7.3. Deliver to the County electronic copies of "as-built" drawings in Adobe PDF format.

4. Terms and Conditions

4.1. The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

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

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

4.4. 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.

4.5. Consultant shall be required to enter into an Engineering Services 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.

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

4.7. 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**.

4.8. 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.**

4.9. 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.**

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

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

5. Payment for Services

5.1. Consultant shall invoice County monthly for services rendered.

5.2. Payment shall be based on established hourly billing rates.

5.3. Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-

claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and at least Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. 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, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella polices to include the County as an additional insured on a primary and non-contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

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. Document Reproduction and Ownership of Original Drawings and Manuscripts

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. Choice of Law

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

11. Submittal Requirements

11.1. Cover page (one page).

11.2. List of sub-consultants (one page).

11.3. Signed **Appendix A** – Non Collusion Certification

11.4. Signed **Appendix B** – Iran Divestment Act Certification

11.5. Signed **Appendix C** – Solid Waste Certification

11.6. Signed **Appendix D** – Statement on Sexual Harassment

11.7. Completed **Appendix F** – Fee Proposal

11.8. Billable hourly rate schedule including sub-consultants.

12. Special Requirements

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub-consultants.

13. Responsibility of Consultant

13.1. 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.

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: _____

(SIGN AND RETURN WITH PROPOSAL)

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

_____
(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 statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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)

_____

_____

_____

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.

Appendix F
Proposals Form

Please be sure to include $5,000.00 contingency fund (as described in section 3.6.6.1). In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Professional Consulting Services:

1. 2023 Guiderail Replacement Program.

_____
Total Price Written in Numbers

_____
Total Price Written in Words

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

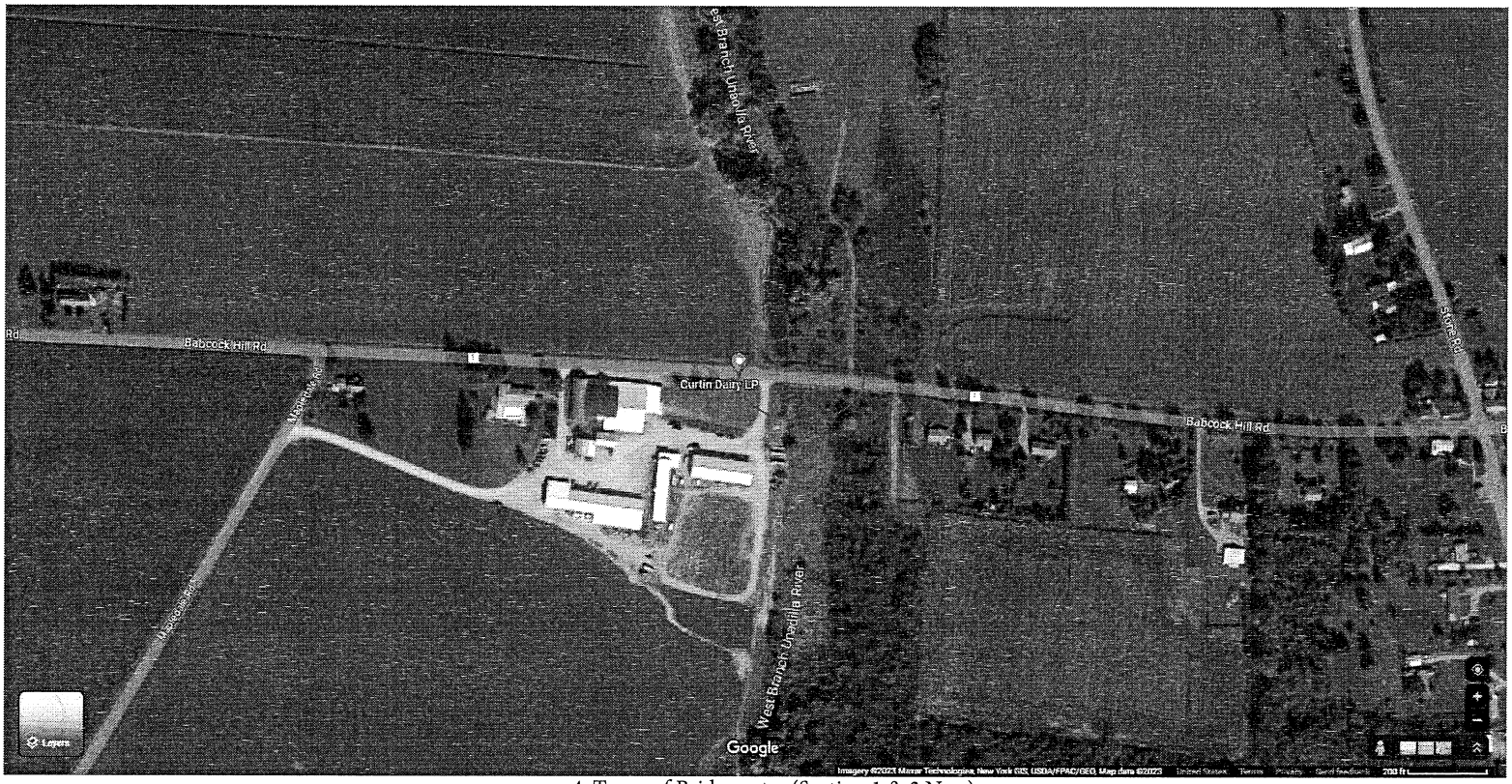
Legal Name of Persons, Firm or Corporation	Address
Signature	Name and Title
Date	

1. Town of Annsville (Section 1 & 2)

2. Town of Augusta (Section 1 & 2 New)

2-1. Town of Augusta (Section 1-4 R&R)

3. Town of Ava (Section 1 & 2 New)



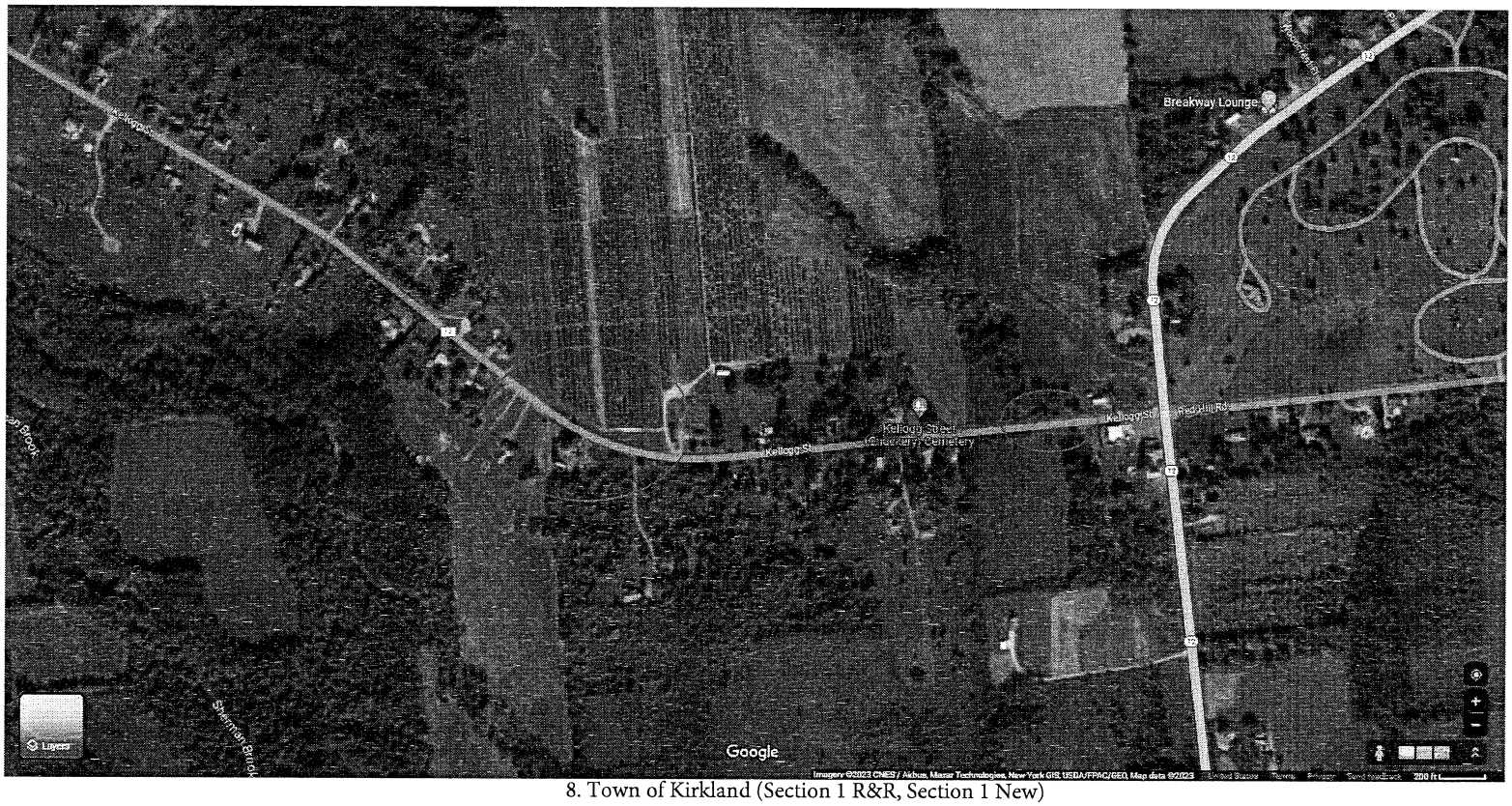
4. Town of Bridgewater (Section 1 & 2 New)

5. Town of Deerfield (Section 1 New)

5-1. Town of Deerfield (Section 1 & 2 R&R)

6. Town of Florence (Section 1 & 2 New)

7. Town of Forestport (Section 1 & 2 R&R)



8. Town of Kirkland (Section 1 R&R, Section 1 New)

9. Town of Marshall (Section 1-4 New)

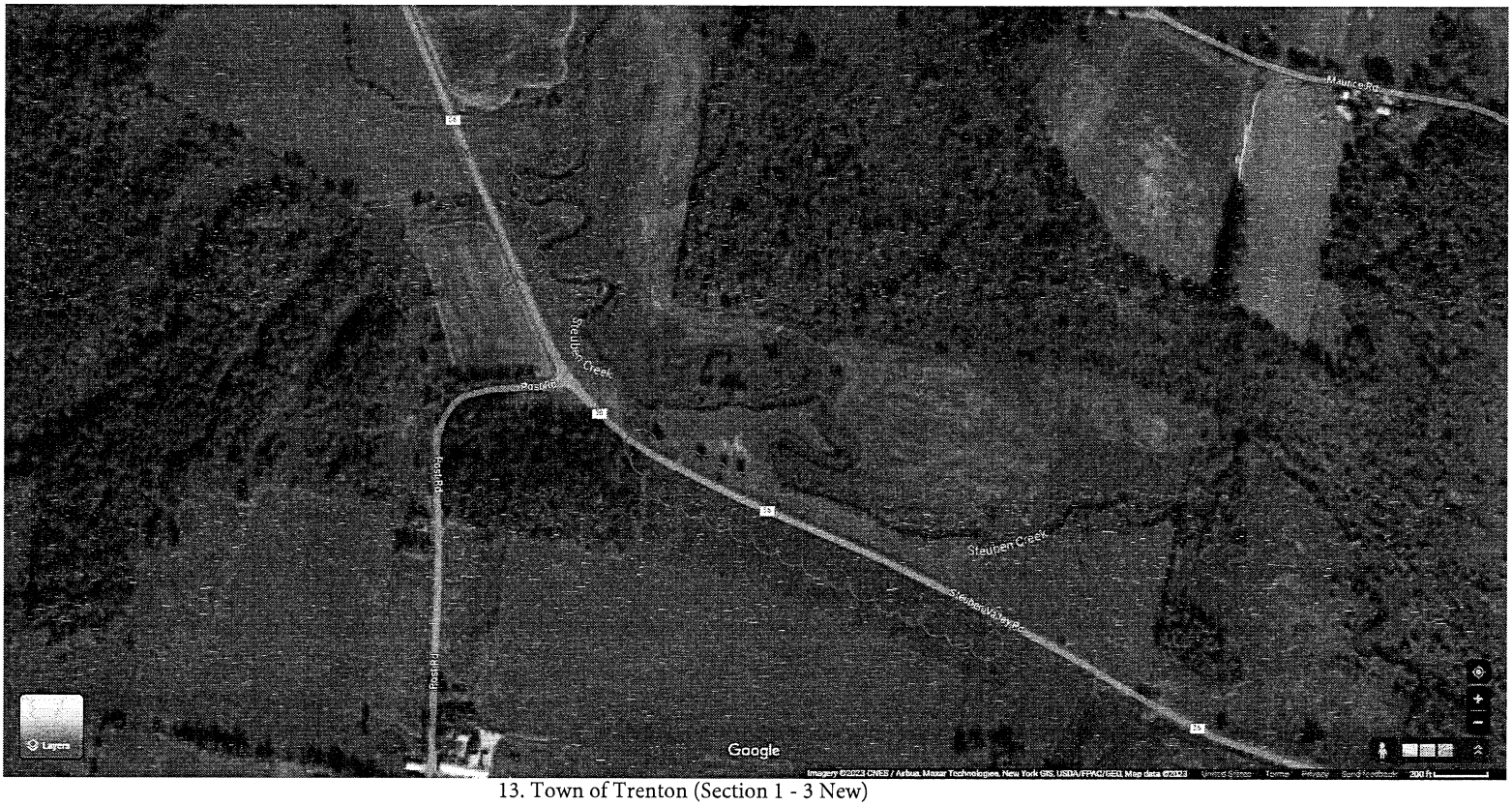
10. Town of Remsen (Section 1 & 2 New)

10-1. Town of Remsen (Section 1 & 2 R&R)

11. Town of Sangerfield (Section 1-4 New)

12. Town of Steuben (Section 1 & 2 New)

12-1. Town of Steuben (Section 3 - 6 New)



13. Town of Trenton (Section 1 - 3 New)

14. Town of Vernon (Section 1 New)

15. Town of Western (Section 1 & 2 R&R)

15-1. Town of Western (Section 3 & 4 R&R)

15-2. Town of Western (Section 5 - 7 R&R)

ATTACHMENT B (1) - APPENDIX G

2023 Guide Rail Locations for Design Contract

RFP SECTION	APPENDIX	PAGE	ROAD NAME	CR #	TOWN	GPS N	GPS W
2.1.1	G	3	Knoxboro Road	11	Augusta	42.98644	-75.50122
2.1.10	G	24	Clark Mills Road	19	Whitestown	43.10490	-75.33709
2.1.2	G	7	Walker Road	92	Deerfield	43.12787	-75.20142
2.1.3	G	9	Woodgate Road	61	Forestport	43.51170	-75.19872
2.1.4	G	10	Kellogg Street	13	Kirkland	43.03196	-75.33125
2.1.5	G	13	Old State Route 12	82	Remsen	43.34871	-75.19765
2.1.6	G	19	Stokes-Westernville Road	53	Western	43.30874	-75.41359
2.1.7	G	20	Stokes-Westernville Road	53	Western	43.30316	-75.43171
2.1.8	G	21	Stokes-Westernville Road	53	Western	43.30259	-75.44503
2.1.9	G	23	Clark Mills Road	19	Whitestown	43.09808	-75.36350
2.3.1	G	1	Taberg -Florence Road	70A	Annsville	43.33118	-75.65191
2.3.10	G	14	Pleasant Valley Road	8	Sangerfield	42.91318	-75.43459
2.3.10	G	14	Pleasant Valley Road	8	Sangerfield	42.90840	-75.43556
2.3.11	G	15	North Steuben Road	74	Steuben	43.34534	-75.27538
2.3.12	G	16	North Steuben Road	74	Steuben	43.35479	-75.27880
2.3.13	G	17	Steuben Valley Road	56	Trenton	43.28375	-75.22057
2.3.13	G	17	Steuben Valley Road	56	Trenton	43.28070	-75.21658
2.3.13	G	18	Burns Road	12A	Vernon	43.03611	-75.53988
2.3.14	G	22	Bartlett Road	42	Westmoreland	43.16599	-75.43415
2.3.2	G	2	Knoxboro Road	11	Augusta	42.98620	-75.52520
2.3.3	G	4	West Ava Road	67	Ava	43.39662	-75.54831
2.3.4	G	5	Babcock Hill Road	1	Bridgewater	42.93202	-75.22735
2.3.5	G	6	Trenton Road	91	Deerfield	43.18094	-75.18460
2.3.6	G	8	Hayes Road	84	Florence	43.42641	-75.79188
2.3.7	G	10	Kellogg Street	13	Kirkland	43.03180	-75.33864
2.3.8	G	11	Shanley Road	9	Marshall	42.99323	-75.34250
2.3.8	G	11	Shanley Road	9	Marshall	42.99316	-75.33999
2.3.9	G	12	Fairchild Road	55	Remsen	43.34199	-75.18308

ATTACHMENT B (1) - **APPENDIX H**

2023 Guide Rail Locations for Design Contract

RFP SECTION	APPENDIX	PAGE	ROAD NAME	CR #	TOWN	GPS N	GPS W
2.2.1	H	1	Creek/Sheehan	67A	Annsville/Ava	43.38873	-75.55675
2.2.10	H	14	Sulpher Springs Road	78	Paris	42.98041	-75.27599
2.2.10	H	14	Sulpher Springs Road	78	Paris	42.97670	-75.28018
2.2.11	H	21	Korber Road	47	Trenton	43.27587	-75.23077
2.2.12	H	23	Preston Hill Road	68	Vienna	43.29515	-75.76477
2.2.12	H	23	Preston Hill Road	68	Vienna	43.29094	-75.76719
2.2.13	H	25	Webster Hill Road	76	Western	43.35774	-75.38838
2.2.14	H	26	Lowell Road	52	Westmoreland	43.13309	-75.47648
2.2.15	H	28	Bartlett Road	42	Westmoreland	43.12459	-75.43307
2.2.16	H	29	Bartlett Road	42	Westmoreland	43.13457	-75.44170
2.2.16	H	29	Bartlett Road	42	Westmoreland	43.13135	-75.44002
2.2.17	H	30	Westmoreland Road	27	Whitestown	43.12504	-75.33326
2.2.17	H	30	Westmoreland Road	27	Whitestown	43.12489	-75.32726
2.2.17	H	30	Westmoreland Road	27	Whitestown	43.12468	-75.31938
2.2.2	H	4	Egypt Road	75	Boonville	43.40810	-75.27382
2.2.3	H	5	Preston Hill Road	68	Camden	43.29810	-75.76260
2.2.4	H	6	Preston Hill Road	68	Camden	43.30826	-75.75793
2.2.5	H	8	River Road	68	Florence	43.38496	-75.73535
2.2.6	H	9	River Road	68	Florence	43.38065	-75.73621
2.2.6	H	9	River Road	68	Florence	43.37825	-75.73732
2.2.7	H	10	East Floyd Road	47	Floyd	43.26731	-75.28951
2.2.8	H	11	Woodhull Road	72	Forestport	43.43237	-75.19309
2.2.9	H	12	Sleepy Hollow Road	62	Lee	43.27299	-75.50597
2.4.1	H	2	Augusta Road	10	Augusta	42.95787	-75.50107
2.4.10	H	16	Mason Road	6	Sangerfield	42.86966	-75.42398
2.4.10	H	16	Mason Road	6	Sangerfield	42.86545	-75.42505
2.4.11	H	17	Mason Road	6	Sangerfield	42.87460	-75.42150
2.4.12	H	18	Mason Road	6	Sangerfield	42.88741	-75.42280
2.4.13	H	19	Buck Hill Road	75	Steuben	43.38546	-75.32366
2.4.13	H	19	Buck Hill Road	75	Steuben	43.38539	-75.31776
2.4.13	H	19	Buck Hill Road	75	Steuben	43.38648	-75.30791
2.4.14	H	20	Old State Route 12	82	Trenton	43.30955	-75.18724
2.4.15	H	22	Jug Point Road	54	Verona	43.19137	-75.70343
2.4.16	H	24	Buck Hill Road	75	Western	43.38169	-75.34432
2.4.17	H	25	Webster Hill Road	76	Western	43.36207	-75.40295
2.4.18	H	26	Lowell Road	52	Westmoreland	43.12707	-75.46202
2.4.19	H	27	Bartlett Road	42	Westmoreland	43.11490	-75.42513
2.4.3	H	3	Augusta Road	10	Augusta	42.96368	-75.50125
2.4.4	H	7	River Road	68	Florence	43.42029	-75.74700
2.4.5	H	8	River Road	68	Florence	43.38928	-75.73504
2.4.6	H	10	East Floyd Road	47	Floyd	43.26527	-75.29671
2.4.7	H	13	Thomas Road	64	Lee	43.28764	-75.52442
2.4.8	H	14	Sulpher Springs Road	78	Paris	42.98041	-75.27599
2.4.9	H	15	West Thomas Street	62	Rome	43.25004	-75.47840

16. Town of Westmoreland (Section 1 & 2 New)

17. Town of Whitestown (Section 1 & 2 R&R)

17-1. Town of Whitestown (Section 3 R&R)

OFFICIAL HIGHWAY RECORDS

ONEIDA COUNTY – NEW YORK

SURVEY AND LEGAL INDICES (BY TOWNS) FOR OFFICIAL COUNTY HIGHWAYS

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Updated: January 2018

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS

INTRODUCTION

Written records pertaining to many town highways, county roads, and state highways have been destroyed by fire, have been lost, are incomplete, or have never existed. It has, therefore, become necessary for the legal widths of such highways and roads to be based upon, and referenced to, a series of laws and court decisions, more specifically as follows:

THE DATE LAW: Indexed by the symbol ** provides that for town highways in existence prior to 1826, as per Chapter 186 of the Laws of New York (1801) "all public roads to be laid out by commissioners of any town, shall not be less than four rods wide" (66 feet) .....for town highways not in existence prior to 1826, as per chapter 198 of the Laws of New York State (1826) "all public roads to be laid out by the commissioners of any town, shall not be less than three rods wide" (49.5 feet).

Roads indexed by the symbol # did not appear in any of the written records examined. Their existence in some instances was traced back to the 1852 map of Oneida County and / or the 1874 Atlas. Their width was assumed as three rods wide. Roads whose existence could not be traced were also assumed to be three rods wide (Section 189 of Highway Law, Highways by use).

THE LEGAL WIDTH: of county highways is specified in rods. 1 rod = 16.5 feet. Legal descriptions and maps for additional rights-of-way that have been acquired along various county highways are located in the right-of-way files of the Oneida County Department of Public Works.

DATE ESTABLISHED BY LAW: indicates the date the highway was created. Highways created as town roads before they became county highways are REFERENCED by the page number in the highway records wherein the highway descriptions are given.

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **ANNSVILLE**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Taberg-Lee Center Rd. Total 1.83 miles	53	St.Rt.69 easterly to Lee Town Line	1.83 mi.	6- 5-1813	Pg.8,Bk.1	4 rods**	Nov 13.1929	D-9	1949,66
Taberg Rd. (Old 285) Total 4.38 miles	70A	St.Rt.69 northerly and westerly to Camden Town Line	4.38 mi.			4 rods	Oct. 14,1987		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **AUGUSTA**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Augusta-Solsville Road	10	Madison C.L. northerly to Neudecker Rd.	2.44 mi.	4-19-1813	Pg.115,Bk.2	4 rods**	Nov. 13,1929	F-2	1954,55
Total 2.94 miles	10	Neudecker Rd. northerly to St.Rt.26	0.50 mi.	10-16-1801	Pg.38,Bk.2	4 rods**	Nov. 13,1929		1956,61
Burns Road Total 1.64 miles	12A	North Rd. northerly to Vernon T.L.	1.64 mi.	6-10-1803	Pg.69,Bk.2	4 rods**	Feb. 12,1936	F-3	
Knoxboro Road	11	Madison C.L. easterly to North Rd.	1.52 mi.	6-18-1813	Pg.120,Bk.1	4 rods**	Nov. 13,1929	E-3	1962 1963,65
	11	North Rd. easterly to Tanner-Eagen Rd.	2.06 mi.	No record			Nov. 13,1929		1968,72
Total 4.53 miles	11	Tanner-Eagan Rd. easterly to Skyline Dr.	0.95 mi.	5-6-1812	Pg.13,Bk.1	4 rods**	Nov. 13,1929		
North Road	12	St.Rt.26 northwesterly to Knoxboro Rd.	1.19 mi.	11- -1805	Pg.85,Bk.2	4 rods**	June 12,1935	F-3	1967,68
Total 3.25 miles	12	Knoxboro Rd. northerly to Old St.Rt.26	2.06 mi.	11-16-1800	Pg.28	4 rods**	Nov. 13,1929		
Skyline Drive	46	Oriskany Falls V.L. northerly to Mclain Rd.	0.95 mi.	No Record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 5,1952	F-3	1952,53 1954
	46	Mclain Rd. northerly 0.3 mi.	0.30 mi.	4-25-1846	Pg.264	3 rods**	Nov. 5,1952		
	46	Point 0.30 mi. north of Mclain Rd to Oliver Rd.	1.02 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 5,1952		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **AUGUSTA**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Augusta-Solsville Road	10	Madison C.L. northerly to Neudecker Rd.	2.44 mi.	4-19-1813	Pg.115,Bk.2	4 rods**	Nov. 13,1929	F-2	1954,55
Total 2.94 miles	10	Neudecker Rd. northerly to St.Rt.26	0.50 mi.	10-16-1801	Pg.38,Bk.2	4 rods**	Nov. 13,1929		1956,61
Burns Road Total 1.64 miles	12A	North Rd. northerly to Vernon T.L.	1.64 mi.	6-10-1803	Pg.69,Bk.2	4 rods**	Feb. 12,1936	F-3	
Knoxboro Road	11	Madison C.L. easterly to North Rd.	1.52 mi.	6-18-1813	Pg.120,Bk.1	4 rods**	Nov. 13,1929	E-3	1962 1963,65
	11	North Rd. easterly to Tanner-Eagen Rd.	2.06 mi.	No record			Nov. 13,1929		1968,72
Total 4.53 miles	11	Tanner-Eagan Rd. easterly to Skyline Dr.	0.95 mi.	5-6-1812	Pg.13,Bk.1	4 rods**	Nov. 13,1929		
North Road	12	St.Rt.26 northwesterly to Knoxboro Rd.	1.19 mi.	11- -1805	Pg.85,Bk.2	4 rods**	June 12,1935	F-3	1967,68
Total 3.25 miles	12	Knoxboro Rd. northerly to Old St.Rt.26	2.06 mi.	11-16-1800	Pg.28	4 rods**	Nov. 13,1929		
Skyline Drive	46	Oriskany Falls V.L. northerly to Mclain Rd.	0.95 mi.	No Record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 5,1952	F-3	1952,53 1954
	46	Mclain Rd. northerly 0.3 mi.	0.30 mi.	4-25-1846	Pg.264	3 rods**	Nov. 5,1952		
	46	Point 0.30 mi. north of Mclain Rd to Oliver Rd.	1.02 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 5,1952		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **AVA**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
East Ava Rd.	67	St.Rt.26 easterly to Pohl Rd.	1.70 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	F-10	1942
	67	Pohl Rd. northerly & easterly to Webster Hill Rd.	3.16 mi.	2-21-1809	Pg.14 Boonville Book 1	4 rods**	Nov. 13,1929	F-10	1942 1949
Total 6.34 miles	67	Webster Hill Rd. northerly to St.Rt.294	1.48 mi.	11-10-1800	Pg.6 Boonville Book 1	4 rods**	Nov. 13,1929		
West Ava Road	67	Lee T.L. northerly to Sheehan Rd.	0.36 mi.	12-26-1839	Pg.132 Boonville Book 1	4 rods stated	Nov. 13,1929	F-11	1942,52 1956
				5-20-1844	Pg.179	3 rods stated	Nov. 13,1929		1959
				9-15-1853	Ava Notes	3 rods stated	Nov. 13,1929		
	67	Sheehan Rd. northerly to Murphy Rd.	0.58 mi.	9-15-1853	Ava Notes	3 rods stated	Nov. 13,1929		
	67	Murphy Rd. easterly to Tuffey Rd.	0.90 mi.	No record		3 rods#	Nov. 13,1929		
	67	Tuffey Rd. northerly to Kessler Rd.	1.23 mi.	10-3-1841	Page 151 Boonville Book 1	3 rods stated	Nov. 13,1929		
West Ava Road (cont) Total 5.34 mi.	67	Kessler Rd. easterly to St. Rt. 26	2.27 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **BRIDGEWATER**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Babcock Hill Road Total 2.18 mi.	1	St.Rt.8 easterly to Herkimer C.L.	2.18 mi.	9-30-1811	Pg.41	4 rods stated	Nov. 13,1929	I-2	
Donley Road Total 3.04 mi.	5A	U.S.Rt.20 easterly to Mapledale Rd.C.R.4	3.04 mi.	9-30-1811	Pg.54	4 rods stated	Feb. 12,1936	I-1	
East Street Total 3.36 mi.	2	Otsego C.L. northerly to Stone Rd. C.R.2A	3.36 mi.	9-30-1811	Pg.43	4 rods stated	Nov. 13,1929	J-1	1958,59 1961,62 1963
Mapledale Road	4	St.Rt.8 northerly to Donley Rd. C.R.5A	0.35 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-1	1942,49
	4	Donley Rd. northerly to Cemetery Rd.	1.23 mi.	9-30-1811	Pg.47	4 rods stated	Nov. 13,1929		
Total 2.56 miles	4	Cemetery Rd. northeasterly to St.Rt.8	0.98 mi.	9-30-1811	Pg.75	4 rods stated	Nov. 13,1929		
Stone Road	2	East St. northerly to Paris T.L.	1.07 mi.	9-30-1811	Pg.43	4 rods stated	Segments Nov. 13,1929 &	J-2	1965
Total 2.25 mi.	2A	East St. southeasterly to Herkimer C.L.	1.18 mi.	9-30-1811	Pg.66	4 rods stated	Feb. 12,1936	J-2	1963

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **DEERFIELD**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Cosby Manor Road	29	Walker Rd. easterly to a point 0.40 mi. east of Walker Rd. 0.40 mi.	3-31-1834	Pg.72,Bk.1	3 rods stated	Nov. 13,1929	J-6	1952,53 1955
Total 2.34 miles	29	From a point 0.40 mi. east of Walker Rd. easterly to Herkimer C.L. 1.94 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929		
Miller Road Total 2.60 miles	31	Trenton Rd. easterly to Walker Rd. 2.60 mi.	8-7-1822 6-12-1854	Pg.43,Bk.1 Pg.31,Bk.5	4 rods** 3 rods stated	Nov. 13,1929	K-6	1949
North Gage Rd. Total 3.67 miles	37	Trenton T.L. easterly to Herkimer C.L. 3.67 mi.	9-27-1816	Pg.32,Bk.1	4 rods**	Nov. 13,1929	K-8	
Trenton Rd (Old St.Rt.12)	91	Utica Corp. Line northerly to south loop at arterial (includes 2-ramps) 1.18 mi.	9-1-1801	Pg.6,Bk.1	4 rods stated	April 1,1981		
	91	North Loop at arterial northerly to Trenton Rd. at Marcy T.L. (includes 2-ramps) 0.09 mi.				April 1,1981		
Total 3.24 miles	91	Marcy T.L. northerly to Trenton T.L. 1.97 mi.	9-1-1801	Pg.6,Bk.1	4 rods stated	Oct. 4,1972		
Walker Road (Old St.Rt.8)	92	Utica Corp. Line northerly to Smith Hill Rd. 1.08 mi.	5-9-1803	Pg.9,Bk.1	4 rods**	June 22,1977		
	92	Smith Hill Rd. northerly to Bell Hill Rd. 1.80 mi.	12-26-1826	Pg.55,Bk.1	3 rods**	June 22,1977		
	92	Bell Hill Rd. northerly 1.24 mi. to a point 1.24 mi.	12-26-1826	Pg.55,Bk.1	3 rods**	June 22,1977		
Total 5.50 miles	92	From point 1.24 mi. north of Bell Hill Rd. northerly to St.Rt.8 1.38 mi.	7-18-1828	Pg.62,Bk.1	4 rods stated	June 22,1977		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **DEERFIELD**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Cosby Manor Road	29	Walker Rd. easterly to a point 0.40 mi. east of Walker Rd. 0.40 mi.	3-31-1834	Pg.72,Bk.1	3 rods stated	Nov. 13,1929	J-6	1952,53 1955
Total 2.34 miles	29	From a point 0.40 mi. east of Walker Rd. easterly to Herkimer C.L. 1.94 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929		
Miller Road Total 2.60 miles	31	Trenton Rd. easterly to Walker Rd. 2.60 mi.	8-7-1822 6-12-1854	Pg.43,Bk.1 Pg.31,Bk.5	4 rods** 3 rods stated	Nov. 13,1929	K-6	1949
North Gage Rd. Total 3.67 miles	37	Trenton T.L. easterly to Herkimer C.L. 3.67 mi.	9-27-1816	Pg.32,Bk.1	4 rods**	Nov. 13,1929	K-8	
Trenton Rd (Old St.Rt.12)	91	Utica Corp. Line northerly to south loop at arterial (includes 2-ramps) 1.18 mi.	9-1-1801	Pg.6,Bk.1	4 rods stated	April 1,1981		
	91	North Loop at arterial northerly to Trenton Rd. at Marcy T.L. (includes 2-ramps) 0.09 mi.				April 1,1981		
Total 3.24 miles	91	Marcy T.L. northerly to Trenton T.L. 1.97 mi.	9-1-1801	Pg.6,Bk.1	4 rods stated	Oct. 4,1972		
Walker Road (Old St.Rt.8)	92	Utica Corp. Line northerly to Smith Hill Rd. 1.08 mi.	5-9-1803	Pg.9,Bk.1	4 rods**	June 22,1977		
	92	Smith Hill Rd. northerly to Bell Hill Rd. 1.80 mi.	12-26-1826	Pg.55,Bk.1	3 rods**	June 22,1977		
	92	Bell Hill Rd. northerly 1.24 mi. to a point 1.24 mi.	12-26-1826	Pg.55,Bk.1	3 rods**	June 22,1977		
Total 5.50 miles	92	From point 1.24 mi. north of Bell Hill Rd. northerly to St.Rt.8 1.38 mi.	7-18-1828	Pg.62,Bk.1	4 rods stated	June 22,1977		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **FLORENCE**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Empeyville Road	67A	Taberg Rd. (Old St.Rt.285)northerly to Lee Road 0.99 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	C-10	1942
Total 2.65 miles	67A	Lee Road easterly to Annsville T.L. 1.66 mi.	6-15-1804	Pg.108,Bk.1 Camden	4 rods**	Feb. 12,1936		
Florence Hill Road Total 3.12 miles	84	Camden T.L. northerly to Hayes Rd. Co.Rt. 84 3.12 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	May 15,1956	B-10	
Hayes Road Total 2.64 miles	84	Florence Hill Rd. northerly to Redfield Rd. 2.64 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	May 15,1956	B-10	
Osceola Road Total 2.24 miles	68	Redfield Rd. northerly to Lewis Co.Line 2.24 mi.	11-2-1826	Pg.3,Bk.1	3 rods stated	Nov. 13,1929	C-11	1942,64 65,67
Redfield Road Total 3.76 miles	70	Osceola Rd. northwesterly to Oswego Co.line 3.76 mi.	5- -1816	Pg.1,Bk.1	4 rods**	Feb 12,1936	C-10	1942,53 1964
River Road Total 4.45 miles	68	Camden T.L. northerly to Redfield Rd. 4.45 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	C-10	1968,70 76,77 83,86
River Road spur Total 0.11 miles	68B	River Road easterly and northerly to Dead End 0.11 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	C-10	
Thomson Cors. to Florence Rd. Total 4.23 miles	70	Taberg Rd.(Old 285) northwesterly to River Rd. 4.23 mi.	5- -1816	Pg.1,Bk.1	4 rods**	Feb. 12,1936	B-12	1942,49

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **FORESTPORT**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
O'Brien Road	72	Remsen T.L. northerly to Bellingertown Rd. 1.95 mi.	11-15-1841 11-15-1841	Pg.7 Pg.137	3 rods stated 3 rods**	Nov. 13,1929	J-11	1948,49 51,53 55
Total 2.68 miles	72	Bellingertown Rd. northerly to North Lake Rd. 0.73 mi.	9-22-1860	Pg.29	3 rods stated	Nov. 13,1929		
Woodhull Road Total 1.47 miles	72	North Lake Rd. northwesterly to Old St.Rt.28, Forestport 1.47 mi.	9-9-1839	Pg.3	3 rods**	Nov. 13,1929		
Woodgate Road (Hawkinsville Road)	61	Boonville T.L. easterly to St.Rt.28 3.73 mi.	5-6-1844	Pg.66	3 rods stated	Nov. 13,1929	J-12	
Total 4.49 miles	61	St.Rt.28 easterly to RR X's at Woodgate Station 0.76 mi.	7-22-1856	Pg.84	3 rods stated	Nov. 13,1929		
North Lake Road Total 4.91 miles	73	Woodhull Rd. easterly to Herkimer Co. Line 4.91 mi.	9-9-1839	Pg.3	3 rods**	Feb. 12,1936	J-11	1949,63 66,68
Round Lake Road	63	Round Lake Rd. easterly to Sentliffe Rd. 1.75 mi.	No record	1874Atlas	3 rods#	Nov. 13,1929	J-13	
Total 1.82 miles	63	Sentliffe Rd. southerly to St.Rt.28 0.07 mi.	6-18-1858	Pg.16&63	3 rods stated	Nov.13,1929		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **KIRKLAND**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Brimfield Street Total 2.44 miles	15	St.Rt.12B easterly to New Hartford T.L. 2.44 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-4	1964
Campus Road Total 1.19 miles	77	College Hill Rd. northerly to Westmoreland T.L. 1.19 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	May 12,1948	G-4	1949
Clark Mills Road Total 0.16 miles	19	Clinton Street easterly to Whitestown T.L. 0.16 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-5	
Clinton Street Total 1.21 miles	32	St.Rt.5 northerly to Whitestown T.L. 1.21 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-5	
College Hill Road	13	Wesmoreland T.L. easterly to Griffin Rd. 1.55 mi.	9-1-1794	Pg.17,Bk. Paris	4 rods**	Nov. 13,1929	G-4	1956,57
 Total 2.31 miles	13	Griffin Road easterly to St.Rt.233 0.76 mi.	5-2-1792 3-30-1795	Pgs.2&19 Bk.Paris	4 rods**	Nov. 13,1929 June 12,1935		
Fountain Street Total 3.58 miles	17	Marshall T.L. northwesterly to Clinton V.L. 3.58 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	H-3	1942,49
Kellogg Street Total 2.58 miles	13	Clinton V.L. southeasterly to St.Rt.12 2.58 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-4	1949,58 66,67 69,70
Kirkland Avenue Total 1.85 miles	32	Clinton V.L. northerly to St.Rt.5 1.85 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-4	1950,51

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **KIRKLAND**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Brimfield Street Total 2.44 miles	15	St.Rt.12B easterly to New Hartford T.L. 2.44 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-4	1964
Campus Road Total 1.19 miles	77	College Hill Rd. northerly to Westmoreland T.L. 1.19 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	May 12,1948	G-4	1949
Clark Mills Road Total 0.16 miles	19	Clinton Street easterly to Whitestown T.L. 0.16 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-5	
Clinton Street Total 1.21 miles	32	St.Rt.5 northerly to Whitestown T.L. 1.21 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-5	
College Hill Road	13	Wesmoreland T.L. easterly to Griffin Rd. 1.55 mi.	9-1-1794	Pg.17,Bk. Paris	4 rods**	Nov. 13,1929	G-4	1956,57
Total 2.31 miles	13	Griffin Road easterly to St.Rt.233 0.76 mi.	5-2-1792 3-30-1795	Pgs.2&19 Bk.Paris	4 rods**	Nov. 13,1929 June 12,1935		
Fountain Street Total 3.58 miles	17	Marshall T.L. northwesterly to Clinton V.L. 3.58 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	H-3	1942,49
Kellogg Street Total 2.58 miles	13	Clinton V.L. southeasterly to St.Rt.12 2.58 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-4	1949,58 66,67 69,70
Kirkland Avenue Total 1.85 miles	32	Clinton V.L. northerly to St.Rt.5 1.85 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-4	1950,51

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **MARSHALL**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Shanley Road Total 5.29 miles	9	St.Rt.315 easterly to Paris T.L.	5.29 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-3	1959,60 1961,62 1963,64 1965,67
Skyline Drive Total 0.29 miles (0.58 town line) (1/2 = 0.29)	46	Augusta T.L. northerly to Kirkland T.L. (Town Line Road)	0.29 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 5,1952	F-3	1952
Summit Road Total 0.94 miles	7	St.Rt.12 easterly to Paris T.L.	0.94 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-3	
West Hill Road Total 1.64 miles	11	Skyline Dr. Easterly to St.Rt.12B	1.64 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-3	

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **REMSEN**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Dayton Road	59	St.Rt.12 easterly to Old Stage Rd. 0.53 mi.	7-21-1857 3-9-1826	Pg.3,Bk.1 Pg.18,Bk.1	3 rods** 4 rods stated	Nov. 13,1929	J-10	1942
Total 2.30 miles	59	Old Stage Rd. easterly to Bardwell Mills Rd. 1.77 mi.	7-21-1857 8-26-1857	Pg.3,Bk.1 Pg.11,Bk.1	3 rods** 3 rods stated	Nov. 13,1929	J-10	
Fairchild Road	55	Old St.Rt.12 (C.R.82) easterly to a point 0.45 mi. east of Lake Julia Rd. 3.77 mi.	8-21-57	Pg.10,Bk.1	3 rods stated	Nov. 13,1929	J-9	1956,57 1958,59 1960,61
Total 5.33 mi.	55	From point 0.45 mi. east of Lake Julia Rd. southerly to St.Rt.365 1.56 mi.	2-19-1805	Pg.13,Bk.1	4 rods**	Nov. 13,1929		
Francis Road Total 0.53 miles	53	St.Rt.920V easterly to James Rd. 0.53 mi.	4-22-1822	Pg.15,Bk.1	4 rods**	Oct. 13,1938	J-9	
James Road Total 1.85 miles	72A	Trenton T.L. northerly to Fairchild Rd. 1.85 mi.	12-9-1840	Pg.37,Bk.1	3 rods stated	Feb. 12,1936	J-9	1965
Old St.Rt.12 Total 2.89 miles	82	Remsen V.L. northerly to St.Rt.12 2.89 mi.	8-15-1857	Pg.5,Bk.1	4 rods stated	June 15,1955	J-9	1923
Pritchard Road Total 0.46 miles	55	Steuben T.L. easterly and Southerly to Old St.Rt.12 0.46 mi.	No record 2-23-1813?	Pg.14,Bk.1	4 rods**	April 16,1952	J-9	

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **REMSEN**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Dayton Road	59	St.Rt.12 easterly to Old Stage Rd. 0.53 mi.	7-21-1857 3-9-1826	Pg.3,Bk.1 Pg.18,Bk.1	3 rods** 4 rods stated	Nov. 13,1929	J-10	1942
Total 2.30 miles	59	Old Stage Rd. easterly to Bardwell Mills Rd. 1.77 mi.	7-21-1857 8-26-1857	Pg.3,Bk.1 Pg.11,Bk.1	3 rods** 3 rods stated	Nov. 13,1929	J-10	
Fairchild Road	55	Old St.Rt.12 (C.R.82) easterly to a point 0.45 mi. east of Lake Julia Rd. 3.77 mi.	8-21-57	Pg.10,Bk.1	3 rods stated	Nov. 13,1929	J-9	1956,57 1958,59 1960,61
Total 5.33 mi.	55	From point 0.45 mi. east of Lake Julia Rd. southerly to St.Rt.365 1.56 mi.	2-19-1805	Pg.13,Bk.1	4 rods**	Nov. 13,1929		
Francis Road Total 0.53 miles	53	St.Rt.920V easterly to James Rd. 0.53 mi.	4-22-1822	Pg.15,Bk.1	4 rods**	Oct. 13,1938	J-9	
James Road Total 1.85 miles	72A	Trenton T.L. northerly to Fairchild Rd. 1.85 mi.	12-9-1840	Pg.37,Bk.1	3 rods stated	Feb. 12,1936	J-9	1965
Old St.Rt.12 Total 2.89 miles	82	Remsen V.L. northerly to St.Rt.12 2.89 mi.	8-15-1857	Pg.5,Bk.1	4 rods stated	June 15,1955	J-9	1923
Pritchard Road Total 0.46 miles	55	Steuben T.L. easterly and Southerly to Old St.Rt.12 0.46 mi.	No record 2-23-1813?	Pg.14,Bk.1	4 rods**	April 16,1952	J-9	

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **SANGERFIELD**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Beaver Creek Road	6A	Madison Co.Line northerly to a point 1.10 miles from US Rt.20 3.25 mi.	6-19-1797	Pg.18,Bk.1	4 rods**	Feb. 12,1936	I-1	1942
Total 4.35 miles	6A	From point 1.10 mi. south of US Rt.20 northerly to US Rt.20 1.10 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936		
Brothertown Road Total 0.13 miles	8A	Sanger Hill Rd. northerly to Marshall T.L. 0.13 mi.	6-19-1809	Pg.55,65, Bk.1	4 rods**	Feb. 12,1936	G-2	
Mason Road	6	Madison Co.Line northerly to Newberry Rd. 3.03 mi.	6-15-1795 1-22-1825	Pg.3,Bk.1 Pg.90,Bk.1	4 rods stated	Nov. 13,1929	G-1	1951
	6	Newberry Rd. northerly to John Rd.0.90 mi.	11-10-1849	Pg.85,Bk.2	4 rods stated	Nov. 13,1929		
Total 4.66 miles	6	John Rd. easterly to US Rt.20 0.73 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929		
Pleasant Valley Road	8	Mason Rd. northwesterly to town portion of Pleasant Valley Rd. 0.49 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-1	1967
Total 2.15 miles	8	From town portion of Pleasant Valley Rd. northerly to US Rt.20 1.66 mi.	5-6-1805 5-20-1821	Pg.46,Bk.1 Pg.79,Bk.1	4 rods** 4 rods**	Nov. 13,1929		
Sanger Hill Road Total 2.63 miles	3	Madison Co. Line easterly to Waterville V.L. 2.63 mi.	8-25-1828	Pg.96,Bk.1	4 rods stated	Nov. 13,1929	G-2	1942
Saw Mill Road Total 0.90 miles	8	US Rt.20 northerly to Sanger Hill Rd. 0.90 mi.	4-13-1801 8-27-1842	Pg.33,Bk.1 Pg.14,Bk.2	2 rods stated 3 rods**	Nov. 13,1929	G-2	

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **STEUBEN**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Buck Hill Road Total 1.98 miles	75	Western T.L. easterly & northerly to North Steuben Rd. 1.98 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	H-10	1942
Floyd-Steuben Road Total 1.56 miles	74	Floyd T.L. northerly to South Hill Road 1.56 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	May 14,1958	I-9	1961 1962
Floyd-Steuben Road Total 0.96 miles	53	South Hill Rd. northerly to St. Rt.274 0.96 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-9	
Fuller Road Total 3.68 miles	53	St.Rt.274 easterly, northerly, and easterly to Remsen T.L. 3.68 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-9	1952 1953
North Steuben Road Total 5.90 miles	74	St.Rt.274 northerly to Boonville T.L. 5.90 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-9	1942,56 1957,58
Pritchard Road Total 0.32 miles	55	St.Rt.12 easterly to Remsen T.L. 0.32 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	April 16,1952	J-9	1953
South Hill Road Total 1.37 miles	53	Western T.L. easterly to Floyd-Steuben Rd. 1.37 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-9	1959,60 1961,65 1966
Starr Hill Road Total 4.32 miles	57	North Steuben Rd. easterly then southeasterly to Fuller Rd. 4.32 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-9	1942 1949

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SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **STEUBEN**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Buck Hill Road Total 1.98 miles	75	Western T.L. easterly & northerly to North Steuben Rd. 1.98 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	H-10	1942
Floyd-Steuben Road Total 1.56 miles	74	Floyd T.L. northerly to South Hill Road 1.56 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	May 14,1958	I-9	1961 1962
Floyd-Steuben Road Total 0.96 miles	53	South Hill Rd. northerly to St. Rt.274 0.96 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-9	
Fuller Road Total 3.68 miles	53	St.Rt.274 easterly, northerly, and easterly to Remsen T.L. 3.68 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-9	1952 1953
North Steuben Road Total 5.90 miles	74	St.Rt.274 northerly to Boonville T.L. 5.90 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-9	1942,56 1957,58
Pritchard Road Total 0.32 miles	55	St.Rt.12 easterly to Remsen T.L. 0.32 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	April 16,1952	J-9	1953
South Hill Road Total 1.37 miles	53	Western T.L. easterly to Floyd-Steuben Rd. 1.37 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-9	1959,60 1961,65 1966
Starr Hill Road Total 4.32 miles	57	North Steuben Rd. easterly then southeasterly to Fuller Rd. 4.32 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	I-9	1942 1949

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SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **TRENTON**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
James Road Total 0.72 miles	72A	St.Rt.920V northerly to Remsen T.L.	0.72 mi.	10-8-1813 11-20-1815	Pg.14 Pg.84,108, 204	4 rods** 4 rods**	Feb. 12,1936	K-9	
Korber Road Total 2.42 miles	47	Thompson Rd. easterly to St.Rt.365	2.42 mi.	3-13-1805	Pg.32	4 rods**	Nov. 13,1929	I-8	
Mapledale Road Total 1.87 miles	37	St.Rt.365 easterly to St.Rt.12	1.87 mi.	11- -1803	Pgs.19,50	4 rods**	Nov. 13,1929	J-8	1942
North Gage Road	37	St.Rt.12 easterly to Putman Rd.	1.95 mi.	5-19-1797 4-5-1813	Pg.5 Pg.67	4 rods** 4 rods**	Nov. 13,1929	J-8	
 Total 2.36 miles	37	Putman Rd. easterly to Deerfield T.L.	0.41 mi.	8-24-1897	Pg.3	4 rods**	Nov. 13,1929		
Old St. Rt. 12 Total 0.99 miles	82	St.Rt.12 northerly to Remsen V.L. (Village Line is approx. 885 south of Steuben Street)	0.99 mi.	Old State Plan A-2	1852 map of On.Co. 1874Atlas	60 feet	June 15,1955	J-9	1923
Park Avenue Total 0.11 miles	51	Prospect V.L. easterly to Herkimer Co.Line	0.11 mi.	5-27-1797 11-1-1813	Pg.2 Pg.76	4 rods** 4 rods**	Nov. 13,1929	K-9	
Powell Road	35	Holland Patent V.L. easterly to Glass Factory Rd.	0.76 mi.	10-6-1816 7-29-1854	Pg.86 Pg.216	4 rods** 3 rods stated	Nov. 13,1929	I-8	
 Total 3.77 miles	35	Glass Factory Rd. easterly to Trenton Rd.	3.01 mi.	8-18-1804 10-6-1816	Pg.106 Pg.86	4 rods** 4 rods**	Nov. 13,1929		
Steuben Valley Road	56	Steuben T.L. easterly and southerly to Creek Rd.	0.67 mi.	4-27-1808	Pg.49	4 rods**	Nov. 13,1929	I-9	1963,64 1966,68
	56	Creek Rd. southerly to Post Rd.	0.53 mi.	4-27-1808	Pg.48	4 rods**	Nov. 13,1929		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **TRENTON**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Steuben Valley Rd. (cont) Total 2.65 miles	56	Post St. easterly to Trenton V.L.	1.45 mi.	9-23-1803	Pg.28	4 rods**	Nov. 13,1929		
Thompson Road Total 2.45 miles	38	Holland Patent V.L. northerly to Floyd T.L.	2.45 mi.	6-1-1799	Pg.10,97	4 rods**	Feb. 12,1936	I-8	
Trenton Road (Old St.Rt.12) Total 2.18 miles	91	Deerfield T.L. northerly to Powell Rd.	2.18 mi.	5-27-1797		4 rods**	Oct. 4,1972		

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **VERNON**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Burns Road	12A	Augusta T.L. northerly to Hunt Rd. 0.53 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	F-4	1957
	12A	Hunt Rd. northerly to Marble Rd. 0.70 mi.	7-11-1848	Pg.106	3 rods**	Feb. 12,1936		
Total 1.23 miles								
Churton Road	94	St.Rt.31 northerly to St.Rt.5 1.36 mi.	9-30-1800	Pg.25	4 rods**	April 1,1981		
			5-31-1813	Pg.14	4 rods**			
			4-19-1808	Pg.37-64	4 rods**			
			5-12-1816	Pg.54	4 rods**			
Total 1.36 miles			10-25-1851	Pg.33 Augusta	4 rods**			
College Hill Road	13	St.Rt.26 at Vernon Ctr. easterly to a point 0.40 mi. east of Potash Hill Rd. 0.56 mi.	1-8-1801	Pg.29 Augusta	4 rods**	Nov. 13,1929	G-4	1961,62 1963,65
	13	From a point 0.40 mi. east of Potash Hill Rd. easterly to Westmoreland T.L. 1.58 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929		
Total 2.14 miles								
Cooper Street	23	Vernon V.L. easterly to Westmoreland T.L. 2.94 mi.	9-28-1811	Pg.21	4 rods**	Nov. 13,1929	E-5	
			5-22-1828	Pg.65	3 rods**			
Total 2.94 miles			7-13-1840	Pg.91	3 rods**			
Hamilton Street	25	Sherrill City L. northerly to St.Rt.5 0.13 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	June 12,1935	D-5	
Total 0.13 miles								
Kenwood Road	25	Peterboro St. northerly to Sherrill City Line 0.86 mi.	11-10-1840	Pg.92	3 rods**	Nov. 13,1929	E-4	1950,51
Total 0.86 miles			6-27-1849	Pg.45	3 rods**			1967
Marble Road	12	Sherrill City Line southeasterly to Indiantown Road 0.59 mi.	10-30-1848	Pg.99	4 rods stated	May 14,1958	E-4	1959,60 1977

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **WESTERN**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Buck Hill Road	75	St.Rt.46 northerly to Hertz Rd. 2.20 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	H-10	1942
Total 4.40 miles	75	Hertz Rd. easterly to Steuben T.L. (two segments) 2.20 mi.	9-18-1852 11-21-1857	Pg.101,Bk.2 Pg.94,Bk.2	3 rods stated 3 rods**	Feb. 12,1936		
Elmer Hill Road Total 0.41 miles	60	Rome T.L. northerly and westerly to Lee T.L. 0.41 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-8	
Floyd-Camroden Road Total 1.25 miles	58	Floyd T.L. northerly to South Hill Rd. 1.25 mi.	12-13-1805	Pg.73,Bk.1	4 rods**	Nov. 13,1929	H-8	1942
Gifford Hill Road Total 1.07 miles	53	Old St.Rt.46 (a town road), easterly to Floyd-Camroden Rd. 1.07 mi.	9-1-1795	Pg.16,Bk.1 Floyd	4 rods stated	Nov. 13,1929	H-9	1954 1955
South Hill Road	53	Floyd-Camroden Rd. easterly 0.85 mi. to a point on South Hill Rd. 0.85 mi.	8-30-1799	Pg.42,Bk.1	4 rods stated	Nov. 13,1929	H-9	1965,66 1967,68
	53	From point 0.85 mi. east of Floyd-Camroden Rd. easterly to a point 0.05 mi. west of Oliver Rd. 0.92 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-9	
Total 2.45 miles	53	From point 0.05 mi. west of Oliver Rd. easterly to Steuben T.L. 0.68 mi.	12-8-1803	Pg.65,Bk.1	4 rods stated	Nov. 13,1929		
Stokes-Westernville Road	53	Lee T.L. easterly to Mullen Hill Rd. 1.10 mi.	4-28-1834	Pg.11,Bk.2	3 rods**	Nov. 13,1929	G-9	1942 1985
	53	Mullen Hill Rd. easterly to a point 0.05 mi. west of Lake View Rd. 1.53 mi.	2-25-1803 4-28-1834	Pg.59,Bk.1 Pg.11,Bk.2	4 rods** 3 rods**	Nov. 13,1929		1986 1987

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **WESTERN**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Buck Hill Road	75	St.Rt.46 northerly to Hertz Rd.	2.20 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	H-10	1942
	75	Hertz Rd. easterly to Steuben T.L. (two segments)		9-18-1852	Pg.101,Bk.2	3 rods	Feb. 12,1936		
Total 4.40 miles			2.20 mi.	11-21-1857	Pg.94,Bk.2	stated 3 rods**			
Elmer Hill Road	60	Rome T.L. northerly and westerly to Lee T.L.		No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-8	
Total 0.41 miles			0.41 mi.						
Floyd-Camroden Road	58	Floyd T.L. northerly to South Hill Rd.	1.25 mi.	12-13-1805	Pg.73,Bk.1	4 rods**	Nov. 13,1929	H-8	1942
Total 1.25 miles									
Gifford Hill Road	53	Old St.Rt.46 (a town road), easterly to Floyd-		9-1-1795	Pg.16,Bk.1	4 rods	Nov. 13,1929	H-9	1954
Total 1.07 miles		Camroden Rd.	1.07 mi.		Floyd	stated			1955
South Hill Road	53	Floyd-Camroden Rd. easterly 0.85 mi. to a point on South Hill Rd.	0.85 mi.	8-30-1799	Pg.42,Bk.1	4 rods stated	Nov. 13,1929	H-9	1965,66 1967,68
	53	From point 0.85 mi. east of Floyd-Camroden Rd. easterly to a point 0.05 mi. west of Oliver Rd.	0.92 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-9	
	53	From point 0.05 mi. west of Oliver Rd. easterly to		12-8-1803	Pg.65,Bk.1	4 rods	Nov. 13,1929		
Total 2.45 miles		Steuben T.L.	0.68 mi.			stated			
Stokes-Westernville Road	53	Lee T.L. easterly to Mullen Hill Rd.	1.10 mi.	4-28-1834	Pg.11,Bk.2	3 rods**	Nov. 13,1929	G-9	1942 1985
	53	Mullen Hill Rd. easterly to a point 0.05 mi. west of Lake View Rd.	1.53 mi.	2-25-1803 4-28-1834	Pg.59,Bk.1 Pg.11,Bk.2	4 rods** 3 rods**	Nov. 13,1929		1986 1987

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **WESTERN**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Buck Hill Road	75	St.Rt.46 northerly to Hertz Rd. 2.20 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Feb. 12,1936	H-10	1942
Total 4.40 miles	75	Hertz Rd. easterly to Steuben T.L. (two segments) 2.20 mi.	9-18-1852 11-21-1857	Pg.101,Bk.2 Pg.94,Bk.2	3 rods stated 3 rods**	Feb. 12,1936		
Elmer Hill Road Total 0.41 miles	60	Rome T.L. northerly and westerly to Lee T.L. 0.41 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-8	
Floyd-Camroden Road Total 1.25 miles	58	Floyd T.L. northerly to South Hill Rd. 1.25 mi.	12-13-1805	Pg.73,Bk.1	4 rods**	Nov. 13,1929	H-8	1942
Gifford Hill Road Total 1.07 miles	53	Old St.Rt.46 (a town road), easterly to Floyd-Camroden Rd. 1.07 mi.	9-1-1795	Pg.16,Bk.1 Floyd	4 rods stated	Nov. 13,1929	H-9	1954 1955
South Hill Road	53	Floyd-Camroden Rd. easterly 0.85 mi. to a point on South Hill Rd. 0.85 mi.	8-30-1799	Pg.42,Bk.1	4 rods stated	Nov. 13,1929	H-9	1965,66 1967,68
	53	From point 0.85 mi. east of Floyd-Camroden Rd. easterly to a point 0.05 mi. west of Oliver Rd. 0.92 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-9	
Total 2.45 miles	53	From point 0.05 mi. west of Oliver Rd. easterly to Steuben T.L. 0.68 mi.	12-8-1803	Pg.65,Bk.1	4 rods stated	Nov. 13,1929		
Stokes-Westernville Road	53	Lee T.L. easterly to Mullen Hill Rd. 1.10 mi.	4-28-1834	Pg.11,Bk.2	3 rods**	Nov. 13,1929	G-9	1942 1985
	53	Mullen Hill Rd. easterly to a point 0.05 mi. west of Lake View Rd. 1.53 mi.	2-25-1803 4-28-1834	Pg.59,Bk.1 Pg.11,Bk.2	4 rods** 3 rods**	Nov. 13,1929		1986 1987

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **WESTMORELAND**

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Bartlett Road	42	Lowell Rd. northerly to Daily Rd. 1.07 mi.	No date	Pg.61	3 rods**	Nov. 13,1929	G-5	
	42	Daily Rd. northerly to Rome T.L. 3.34 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929		
Total 4.41miles								
					3 rods#	May 12,1948	G-4	1949
Campus Road	77	Kirkland T.L. to Norton Ave. 0.28 mi.	No record	1852 map of On.Co. 1874Atlas				
Total 0.28 miles								
Cider Street	23	Furnace St. northeasterly to Whitestown T.L.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	F-5	1957
Total 1.14 miles		1.14 mi.						1961
College Hill Road	13	Vernon T.L. easterly to Kirkland T.L. 1.02 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-4	1965
Total 1.02 miles								1966
Cooper Street	23	Vernon T.L. easterly to Station Hill Rd. 1.65 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-5	1953,62 1963,64 1971,75
	23	Station Hill Rd. easterly to Creaser Rd. 1.71 mi.	No Date	Pgs.7&14	3 rods**	Nov. 13,1929		
	23	Creaser Rd. easterly to Lowell Rd. 0.65 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	G-5	
	23	Lowell Rd. easterly to St.Rt.233 0.33 mi. (Designate Co.Rt# by resolution no.398 of 12-29-2004)	No record	1852 map of On.Co. 1874Atlas	3 rods#	Proposed St.Rt.		
Total 4.34 miles								

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **WHITESTOWN**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Airline Street	79A	Airport Rd. westerly to Base Rd.	0.23 mi.	Nov. 28,1984	Res.No.287	100'	Nov. 28,1984		
Total 0.23 miles									
Airport Road	79	Airline Street northeasterly to Judd Rd.	0.52 mi.	Apr. 29,1959 Nov. 28,1984	Res.No.133 Res.No.287	200' varies	Apr. 29,1959 Nov. 28,1984	H-6	1952
	79	Judd Rd. northeasterly to St.Rt.69	1.44 mi.	Apr. 11,1951	Res.No.81	125'	Apr. 11,1951		
Total 1.96 miles									
Base Road	79B	Dead End easterly to Hangar Rd.	0.18 mi.	Nov. 28,1984	Res.No.287	100'	Nov. 28,1984		
Total 0.18 miles									
Cider Street	23	Westmoreland T.L. northeasterly to Oriskany V.L.		No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-6	1957 1959 1961
Total 3.00 miles			3.00 mi.						
Clark Mills Road	19	Kirkland T.L. easterly to Halsey Rd.	1.90 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-5	
	19	Halsey Rd. easterly to Clinton St.	1.12 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Proposed St.Rt.		
Total 3.02 miles		(Designate Co.Rt.# by resolution No. 398 of 12-29-2004)							
Clinton Street	30	New Hartford T.L. easterly to Whitesboro V.L.		No record	Pg.8,Bk.1 N.Hartford	3 rods#	Nov. 13,1929	H-5	1966 0.10 to Vil.76
Total 1.71 miles			1.71 mi.						
Colemans Mills Road	840	Airport Rd. northwesterly to Sutliff Rd.	0.53 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-6	1942
	40	Sutliff Rd. northwesterly to Rome T.L.	1.41 mi.						
Total 1.94 miles									

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF **WHITESTOWN**

Official Highway Name	County Road Number	Termini		Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Airline Street Total 0.23 miles	79A	Airport Rd. westerly to Base Rd.	0.23 mi.	Nov. 28,1984	Res.No.287	100'	Nov. 28,1984		
Airport Road	79	Airline Street northeasterly to Judd Rd.	0.52 mi.	Apr. 29,1959 Nov. 28,1984	Res.No.133 Res.No.287	200' varies	Apr. 29,1959 Nov. 28,1984	H-6	1952
Total 1.96 miles	79	Judd Rd. northeasterly to St.Rt.69	1.44 mi.	Apr. 11,1951	Res.No.81	125'	Apr. 11,1951		
Base Road Total 0.18 miles	79B	Dead End easterly to Hangar Rd.	0.18 mi.	Nov. 28,1984	Res.No.287	100'	Nov. 28,1984		
Cider Street Total 3.00 miles	23	Westmoreland T.L. northeasterly to Oriskany V.L.	3.00 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-6	1957 1959 1961
Clark Mills Road	19	Kirkland T.L. easterly to Halsey Rd.	1.90 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-5	
Total 3.02 miles	19	Halsey Rd. easterly to Clinton St. (Designate Co.Rt.# by resolution No. 398 of 12-29-2004)	1.12 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Proposed St.Rt.		
Clinton Street Total 1.71 miles	30	New Hartford T.L. easterly to Whitesboro V.L.	1.71 mi.	No record	Pg.8,Bk.1 N.Hartford	3 rods#	Nov. 13,1929	H-5	1966 0.10 to Vil.76
Colemans Mills Road	840	Airport Rd. northwesterly to Sutliff Rd.	0.53 mi.	No record	1852 map of On.Co. 1874Atlas	3 rods#	Nov. 13,1929	H-6	1942
Total 1.94 miles	40	Sutliff Rd. northwesterly to Rome T.L.	1.41 mi.						

DELTA
ENGINEERS, ARCHITECTS, & SURVEYORS

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

2023 Guiderail Replacement Program

August 10, 2023

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DELTA

ENGINEERS, ARCHITECTS, & SURVEYORS

DELTA
ENGINEERS, ARCHITECTS, & SURVEYORS

Nicholas P. DiGennaro, P.E., CFM
Deputy Commissioner Engineering
Oneida County Department of
Public Works
5999 Judd Road
Oriskany, New York 13424

Re: 2023 Guiderail Replacement Program

AUGUST 10, 2023

Dear Mr. DeGennaro,

Thank you for this opportunity to offer our proposal in response to the 2023 Guiderail Replacement Program RFP. As specified, we have submitted our proposal via email.

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (**Delta**) is a full service engineering, architectural, and survey & mapping firm that was established in 1976. We deliver a comprehensive range of engineering, architectural, environmental, specialty precast, ecological services, and survey and mapping services to public and private clients throughout the United States. **Delta's** professional staff of 24 licensed engineers, architects, and surveyors will bring decades of experience to this project for Oneida County. In addition, our versatile support staff of 83 designers, technicians, industrial hygienists, cost estimators, surveyors and administrative staff provides cost-efficient and customer-focused project services.

Our project manager and primary point of contact for this project is Christopher J. Maby, CPESC. Mr. Maby will be our contact for any questions that you have regarding our qualifications, and for any requests for additional information regarding **Delta**.

We look forward to the opportunity to work with you. If you have questions or would like additional company background, please feel free to contact Chris Maby at (607) 231-6625.

Respectfully,
DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC

Anthony R. Paniccia

Anthony R. Paniccia, PE, JD
President & CEO

II. List of Subconsultants

Based on the scope of work required, we do not plan on utilizing any subconsultants for this project. If DBE or M/WBE involvement becomes a part of the scope, we will utilize subconsultants to meet the project requirements.

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

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC

(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature: Anthony R. Paniccia

Date: 8/10/2023

(SIGN AND RETURN WITH PROPOSAL)

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

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC
(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature: Anthony R. Paniccia

Date: 8/10/2023

(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

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC
(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature: Anthony R Paniccia

Date: 8/10/2023

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

Submitted By

Delta Engineers, Architects, Land Surveyors,
& Landscape Architects, DPC
(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature: Anthony R. Paniccia

Date: 8/10/2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix F
Proposals Form

Please be sure to include $5,000.00 contingency fund (as described in section 3.8.6.3) in each fee below. In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Professional Consulting Services:

1. 2023 Guiderail Replacement Program Appendix G.

$30,800
Total Price Written in Numbers

Thirty thousand eight hundred dollars
Total Price Written in Words

2. 2023 Guiderail Replacement Program Appendix H.

$39,200
Total Price Written in Numbers

Thirty nine thousand two hundred dollars
Total Price Written in Words

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC
Legal Name of Persons, Firm or Corporation

860 Hooper Rd, Endwell, NY 13760
Address

Anthony R. Paniccia
Signature

Anthony R. Paniccia, PE, JD - President & CEO
Name and Title

8/10/2023
Date

VIII. Hourly Rate Schedule

Effective Thru: 12/31/23

DELTA
ENGINEERS, ARCHITECTS, & SURVEYORS

LABOR

TITLE	HOURLY RATE
PRINCIPAL	$220
SENIOR PROJECT MANAGER	$205
PROJECT MANAGER	$175
PROFESSIONAL LAND SURVEYOR	$155
SENIOR PROJECT ARCHITECT/ENGINEER	$155
PROJECT ARCHITECT/ENGINEER	$125
SENIOR ARCHITECT/ENGINEER	$115
INTERIOR DESIGNER	$110
ARCHITECT/ENGINEER	$105
ASSISTANT ARCHITECT/ENGINEER	$95
SENIOR TECHNICIAN	$90
TECHNICIAN	$70
ASSISTANT TECHNICIAN	$50
ADMINISTRATIVE ASSISTANT	$70
SENIOR ENVIRONMENTAL SCIENTIST 2	$150
SENIOR ENVIRONMENTAL SCIENTIST 1	$100
ENVIRONMENTAL SCIENTIST	$90
INDUSTRIAL HYGIENIST	$70
PARTY CHIEF	$110
SURVEY TECHNICIAN	$90
CONSTRUCTION SUPERVISOR	$160
LEVEL 4 INSPECTOR	$135
LEVEL 3 INSPECTOR	$125
LEVEL 2 INSPECTOR	$95

REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS (ANY SIZE)	$ 0.25/Square Foot
VELLUM	$ 0.50/Square Foot
MYLAR	$ 0.75/Square Foot
PHOTOCOPIES	$ 0.10/Sheet
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST
SUBCONTRACT SERVICES	COST + 10%
HIGH DEFINITION LASER SCANNER	$500/Day; $250/Half Day
CONSUMABLE INSPECTION / FIELD SUPPLIES	AT COST

Contract No. ########

Project No. PIN ########

Change Order No. 1

Effective Date Month, Day, Year

CHANGE ORDER

This Change Order modifies the Engineering Services Agreement, dated _____, 2023, between the County of Oneida ("County") and Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. ("Consultant") as follows:

1. **Change in Services**:
   1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.

2. **Change in time of Performance** (attach schedule if appropriate):
   2.1. No Change.

3. **Change in CONSULTANT's Compensation**:
   3.1. CONSULTANT shall be compensated an additional fee in the amount of $XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

CONSULTANT

Signature

Anthony R. Paniccia, P.E., J.D
President and CEO

Date:

Approved

Signature

Andrew Dean
Assistant County Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Ste. 370 Alpharetta GA 30022	**CONTACT NAME:** Rebecca Egan **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** ACECcertificates@greyling.com
INSURED DELTENG Delta Engineers, Architects & Land 860 Hooper Rd Endwell, NY 13760	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Sentinel Insurance Company, Ltd. 11000 **INSURER B :** Hartford Casualty Insurance Company 29424 **INSURER C :** Hartford Fire Insurance Company 19682 **INSURER D :** Continental Casualty Company 20443 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 74635617 **REVISION NUMBER:** 23-24

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	20SBWKJ0894	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	20UEGZV3349	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	20XHGXU5623	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	20WBGBA3YY6	11/1/2023	11/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Prof. Liability incl. Pollution		Y	AEH276183123	11/1/2023	11/1/2024	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oneida County, the County's consultants and sub-consultants are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. X-C-U is included under the General Liability Policy.

CERTIFICATE HOLDER

Oneida County;
800 Park Avenue;
Utica NY 13501-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Connelly

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ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

December 11, 2023

FN 20 24 .026

PUBLIC WORKS
WAYS & MEANS

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

Dear County Executive Picente,

On July 20, 2021, Oneida County entered into an agreement (#138062) with Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. for Construction Inspection Services associated with specified bridge and highway construction projects. The Rehabilitation of BIN 3311140, Hamilton Avenue over Taylor Creek, in the City of Sherrill was one of the projects.

On March 16, 2022, the Oneida County Board of Acquisition & Contract accepted Change Order #1 in the amount of $16,500.00 to cover the cost of additional services for this project. This Change Order was fully executed on June 15, 2022, increasing the project total to $59,800.00.

On May 17, 2023, the Oneida County Board of Acquisition & Contract accepted Change Order #2 in the amount of $18,962.00 to cover the cost of additional services for this project.

The additional work was required due to increased construction timelines resulting from circumstances outside the control of either Delta or the contractor. The original fee amount for the above project was $43,300.00, with Change Order 1, and now Change Order 2, the proposed fee amount to date is a total of $78,762.00. The amount of the original contract, which includes multiple projects, will now be $264,466.74.

Please consider the enclosed contract for the above services. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

Matthew S. Baisley
Matthew S. Baisley
Commissioner

RECEIVED
DEC 12 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-12-23

Oneida Co. Department: Public Works

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C.
860 Hooper Road
Endwell, NY 13760

Title of Activity or Service: Professional Consulting Services – Change Order 2

Proposed Dates of Operation: Start on Execution - 12/31/2023

Client Population/Number to be Served: N/A

Mandated or Non-mandated: Non-mandated

Summary Statements

1) Narrative Description of Proposed Services:

On April 7, 2021, Oneida County entered into an agreement (Laserfiche #138062) with Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. for construction inspection services associated with five bridge and highway construction projects. The Rehabilitation of BIN 3311140, Hamilton Avenue over Taylor Creek, in the City of Sherrill was one of the projects. The total contract sum was $191,020.00.

On March 16, 2022, the Oneida County Board of Acquisition & Contract accepted Change Order #1 (Laserfiche #164398), in the total amount of $54,484.74, increasing the total contract sum to $245,504.74.

This change order, Change Order #2, would increase the total contract sum by $18,962.00, allocable to the Hamilton Avenue project. The additional work is required due to increased construction timelines resulting from circumstances outside the control of Delta and the contractor. With this change order, the total contract sum will now be $264,466.74.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding:

	Account #:	H-DPW-077
	Total Funding Requested:	$264,466.74
	Oneida County Dept. Funding Recommendation:	$264,466.74
Proposed Funding Sources	**Federal:**	$0.00
	State:	$0.00
	County:	$264,466.74

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No.	138062
Change Order No.	2
Effective Date	05/17/2023

CHANGE ORDER

The Change Order modifies the Engineering Services Agreement ("Agreement") entered into on the 7th day of April 2021, between the County of Oneida ("County") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("Consultant"), as follows:

1. Change in Services

Pursuant to the Agreement, Consultant agreed to provide construction inspection services for five bridge and structure replacement projects. Pursuant to this change order, Consultant shall perform additional construction inspection services for the project titled Rehabilitation of BIN 3311140, Hamilton Ave. Over Taylor Creek, City of Sherrill (the "Hamilton Ave. Project"), as more fully set forth in Exhibit A hereto.

2. Change in time of Performance (attach schedule if appropriate)

The original Contract Schedule (Hamilton Ave. Project) was	8 weeks
The Contract Schedule (Hamilton Ave. Project) will be changed by this Change Order by	4 weeks
The new Contract Schedule (Hamilton Ave. Project) including this Change Order will be	12 weeks

3. Change in Contractor's Compensation

In exchange for providing the additional services herein, the maximum amount payable to Consultant shall be increased by $18,962.00, allocable to the Hamilton Ave. Project.

The original Contract Sum (all five projects) was	$ 191,200.00
The net change by previously authorized Change Orders	$ 54,484.74
The Contract Sum prior to this Change Order was	$ 245,504.74
The Contract Sum will be changed by this Change Order in the amount of	$ 18,962.00
The new Contract Sum will be	$ 264,466.74

All other terms and conditions remain unchanged.

COUNTY

Anthony J. Picente, Jr.
Oneida County Executive

Date

Approved

Andrew Dean
Assistant County Attorney

CONSULTANT

Christopher J Maby
Digitally signed by Christopher J Maby
Date: 2023.11.30 08:50:39 -05'00'

Christopher Maby, CPESC
Director of Transportation/Civil Services

Date

DELTA
ENGINEERS, ARCHITECTS, & SURVEYORS

4873 NYS Route 5
Vernon, NY 13476
Tel: 315.953.4200
Fax: 315.953.4202
www.delta-eas.com

AN ISO 9001:2015 CERTIFIED COMPANY

January 25, 2023

Timothy Decker
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, NY 13424

RE: Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill
Professional Engineering Services
Delta Project No.: 2021.262.001

Dear Mr. Decker,

Delta Engineers, Architects, Land Surveyors & Landscape Architects, DPC (Delta) appreciates the opportunity finalize the previous estimated change order and additional scoped hours for the project. A summary of each is provided below.

Additional work related to the installation of the interior bridge beams:
Actual Construction Inspection was required for four weeks (for the month of October 2022) which resulted in 168.75 hours and an additional week of Construction Administration at 35.50 hours. Delta provided an estimate of $16,500 in February of 2022 as a Change Order. Actual costs for this additional service totals $18,877.50.

Additional hours related to the overall Base Contract Work:
The Construction Inspection for the Base Contract Work was based on an eight-week construction period. Due to issues with the interior bridge beams being compromised during demolition, the project was started and then delayed for a few months before restarting. Excluding the Change Order work, the construction phase for the base contract work was increased to approximately 12 weeks. Some additional work, such as monitoring the Detour Signs during the several months of non-construction and added project administration hours during the non-construction months occurred. This extra work resulted in additional service costs of $12,824.20 beyond Delta's Base Contract of $43,300.

Estimate of remaining work to complete the Project:
Construction is anticipated to resume in the Spring of 2023, which will require three days of construction inspection and two days of project administration to close out the project. Delta has estimated a not to exceed fee of $3,760 for this close-out work.

Due to additional costs incurred, Delta is requesting a supplement of $18,962 to the previously approved amount of $59,800 or a total adjustment agreement amount of $78,762.

We appreciate your assistance with the request. Should you require any additional information, please let us know. Thank you.

Respectfully,
DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC

D-2 7

Daniel L. Faldzinski, P.E.
Director of Civil Engineering Services

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

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

December 11, 2023

FN 2024 - 025

PUBLIC WORKS
WAYS & MEANS

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

Dear County Executive Picente,

On May 24, 2023, a request for proposals was issued for motor vehicle fuel card services. On June 22, 2023, the Oneida County Board of Acquisition & Control approved the proposal of Global Montello Group.

Global's Scope of Services includes:

- Issuing fleet-based motor vehicle fuel credit cards for use by the Department of Public Works, the Department of Water Quality and Water Pollution Control, the Sheriff's Office, and the Department of Aviation.
- The fuel cards will be accepted at all national and regional gas stations.
- Purchases will be limited to fuel only and subject to several controls, including use of pin numbers, purchase limits, number of transaction limits, and exception monitoring.
- The County shall not incur any cost for initial and replacement cards.
- Global will invoice the County for the fuel purchased at no increase from the pump price, and in fact, will offer a discounted fuel rate of four cents per gall ($0.04) at all Clifford Oil Locations and one quarter of a cent per gallon ($0.0025) discount at all other merchants.

The term of the contract will commence upon execution and end on December 31, 2024. The parties may renew the agreement for up to four additional terms of one year each. Although Global will receive no fee from the County for its services (it makes its money from processing fees paid by fuel merchants), the total cost of the fuel is estimated to be $3,500,000.

Please consider the enclosed contract. If it meets with your approval, please forward it to the Board of Legislators for its consideration. Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

RECEIVED
DEC 12 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-12-23

Oneida Co. Department: Public Works

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Global Montello Group Corp. 15 E. Industrial Drive Branford, CT 06405
Title of Activity or Service:	Fuel Card Services RFP 2022-325
Proposed Dates of Operation:	Begin Upon Execution – December 31, 2024 With an option of four (4) one (1) year renewals
Client Population/Number to be Served:	N/A
Mandated/Non-Mandated:	Non-Mandated

Summary Statements

1) Narrative Description of Proposed Services:
On May 24, 2023 a request for proposals was issued for fuel card services for Oneida County. Global-Montello Group was the sole response and, as such, will provide fuel card services for all County owned vehicles. On June 22, 2023, the Oneida County Board of Acquisition & Control accepted the proposal for the above services. Global will invoice the County for the fuel purchased. It will not charge a fee above the pump price, and in fact, will provide a discounted fuel rate of four cents ($0.04) per gallon at all Clifford Oil Locations one quarter of a cent ($0.0025) per gallon at all other locations.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	Various.456
Total Funding Requested:	~$3,500,000.00
Oneida County Dept. Funding Recommendation:	~$3,500,000.00

Proposed Funding Sources	
Federal:	
New York State:	
County:	~$3,500,000.00
Other:	

Past Performance Data: N/A
O.C. Department Staff Comments: None

AGREEMENT

This agreement ("Agreement"), effective upon the date of its full execution ("Effective Date"), is made by and between the County of Oneida ("County"), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Global Montello Group Corp. ("Global"), a Delaware Corporation with its principal office located at 15 East Industrial Drive, Branford, Connecticut 06405. The County and Global are each a "Party," and together, the "Parties".

RECITALS

WHEREAS, the County issued Request for Proposals 2022-325 ("RFP") seeking proposals from qualified firms to provide fleet-based motor vehicle fuel credit card services, and a copy of the RFP is annexed as Attachment B; and

WHEREAS, Global submitted a response to the RFP, dated May 12, 2023 ("Proposal") offering to provide the County with fleet-based motor vehicle fuel credit card services to the County, and a copy of the Proposal is annexed as Attachment C; and

WHEREAS, the County wishes to retain Global to provide fleet-based motor vehicle fuel credit card services, as more particularly described in the RFP and the Proposal, and Global wishes to provide such services to the County.

AGREEMENT

NOW, THEREFORE, for the consideration set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. TERM

1.1. The term of this Agreement shall commence upon the Effective Date and continue through December 31, 2024. The Parties may renew this Agreement for up to four (4) additional terms of one (1) year each, upon the same terms and conditions set forth herein.

2. THE SERVICES

2.1. Global shall provide fleet-based motor vehicle fuel credit card services (the "Services") as follows.

2.1.1. Motor Vehicle Fuel Credit Cards.

2.1.1.1. Global shall issue motor vehicle fuel credit cards to each person or vehicle as designated by the County and shall issue additional motor vehicle fuel credit cards in the quantity designated by the County to be reserved for emergency use.

2.1.1.2. Global shall group the motor vehicle fuel credit cards by

County department or division, as follows (each, a "Department"): (a) the Department of Public Works Division of Highway and Bridges; (b) the Department of Public Works Engineering Division; (c) the Department of Public Works Division of Building and Grounds; (d) the Department of Water Quality and Water Pollution Control; (e) the Oneida County Sheriff's Department; (f) the Department of Aviation; and (g) any other department or division of the County as designated by the County in writing.

2.1.1.3. Global shall ensure that its motor vehicle fuel credit cards are accepted at all national and regional gas stations.

2.1.1.4. Global shall immediately and at no cost to the County replace any motor vehicle fuel credit card reported by the County to Global as lost, damaged, or stolen.

2.1.1.5. To preserve the availability of motor vehicle fuel credit cards for use on an emergency basis, Global shall not deactivate a motor vehicle fuel credit card for lack of use.

2.1.1.6. Global shall implement purchase control measures, including:

2.1.1.6.1. Assigning only one motor vehicle fuel credit card to each designated vehicle or person.

2.1.1.6.2. Requiring entry of a six-digit personal identification number to be entered before any fuel may be purchased.

2.1.1.6.3. Limiting the type of purchase available from the motor vehicle fuel credit card to fuel only and preventing all other types of purchases.

2.1.1.6.4. Allowing the County to designate, for each card, a maximum number transactions in a period (whether daily, weekly, or monthly) and/or a maximum amount of fuel in a period (as measured in gallons or by dollar value, at the County's election).

2.1.1.6.5. Allowing the County to designate purchase limits for each motor vehicle fuel credit card.

2.1.1.6.6. Identifying transactions or series of transactions that shall not be processed (each, an "Exception") and allowing the County to designate or de-designate

Exceptions in its discretion.

2.1.2. Reporting and Billing.

2.1.2.1. By no later than the fifteenth day of each month, Global shall email to kszewczyk@ocgov.net—or to such other email address thereafter designated by the County—detailed statements/invoices of motor vehicle fuel credit card transactions for the previous month for each Department (each, a "Department Monthly Statement"). Each Department Monthly Statement shall identify:

2.1.2.1.1. The Department name and account number.

2.1.2.1.2. The statement (or invoice) number.

2.1.2.1.3. For all transactions of the Department:

2.1.2.1.3.1. The total number of transactions.

2.1.2.1.3.2. The total gallons of fuel pumped.

2.1.2.1.3.3. The total payment due.

2.1.2.1.3.4. The due date for payment, which shall be no less than thirty (30) days from the date of the Department Monthly Statement.

2.1.2.1.4. For each discrete transaction:

2.1.2.1.4.1. The date and time of the transaction.

2.1.2.1.4.2. The merchant which sold the fuel.

2.1.2.1.4.3. The name of person (or vehicle) to whom (or to which) the motor vehicle fuel credit card is assigned.

2.1.2.1.4.4. The type of fuel purchased.

2.1.2.1.4.5. The volume of fuel purchased (measured in gallons).

2.1.2.1.4.6. The price per gallon of the fuel purchased.

2.1.2.1.4.7. The price of the fuel purchased.

2.1.2.2. As set forth more fully in the Proposal, Global shall provide

the County with a discount from the fuel price of four cents ($0.04) per gallon of fuel purchased at all Clifford Oil locations and one quarter of one cent ($0.0025) per gallon of fuel purchased from any other merchant. Such discounts shall be reflected as deductions, separately itemized, on each Department Monthly Statement.

2.1.2.3. The County is a municipal corporation and is not subject to sales tax or federal excise tax. Global shall deduct all taxes from the Department Monthly Statements.

2.1.2.4. Global shall not impose finance or late charges and Global shall not impose any suspension, lock-out, or Exception for non-payment or late payment, it being the express agreement of the Parties that Global's remedy for non-payment or late payment shall limited to the breach and termination provisions of this Agreement.

2.1.3. Billing Disputes. Within fifteen (15) days of receiving a Department Monthly Statement, the County may identify any transaction or group of transactions as erroneous. In such event, the Parties shall within five (5) days resolve the dispute by either agreeing that the transaction is proper and should be paid, or alternatively, by agreeing that the transaction is improper and shall not be paid, in which case, Global shall issue a revised Department Monthly Statement. In the event the Parties do not so resolve the Dispute, Global may require that the transaction be paid, provided that it equals less than two percent (2%) of the total amount due for the Department Monthly Statement. Should the transaction exceed this amount and the County refuse to pay, Global may issue the County a notice of breach in accordance with the breach and termination provisions of this Agreement.

2.1.4. Online Customer Access. Global shall maintain an online customer access portal for use by the County and its Departments, such portal to include fully electronic account management and payment capabilities, as set forth more fully in the Proposal. Such online customer access shall not excuse Global's obligation to email Department Monthly Statements as described more fully in this Agreement, and shall not preclude the County from making payments by check.

3. COMPENSATION

3.1. For Global providing the Services, the County agrees that for so long as this Agreement is in effect Global shall be the County's provider of fleet-based motor vehicle fuel credit card services, provided, however, that nothing

herein shall prevent the County's officers and employees from using personal credit cards to purchase fuel, as necessary, it being the understanding that such persons occasionally travel and seek reimbursement from the County on a situational basis.

3.2. In addition, the County agrees to pay to Global, when due, all amounts properly invoiced by Global pursuant to the Department Monthly Statement.

4. ORDER OF PRECEDENCE.

4.1. The following documents are incorporated into this Agreement, and in the event of conflicts among such documents such conflicts shall be resolved in the following order of precedence.

4.1.1. Exhibit A. Addendum - Standard Oneida County Conditions.

4.1.2. Any amendments to this Agreement, in reverse chronological order.

4.1.3. Exhibit B. The RFP.

4.1.4. Exhibit C. The Proposal.

5. NOTICES.

5.1. Notices to County shall be sent by certified United States Mail, postage prepaid, to:

Commissioner of Public Works
5999 Judd Road
Oriskany, NY 13424

5.2. Notices to Global shall be sent by certified United States Mail, postage prepaid, to:

Global Montello Group Corp.
15 East Industrial Drive
Branford, CT 06405

6. INDEPENDENT CONTRACTOR STATUS.

6.1. Global and its officers, employees, personnel, agents, and servants are independent contractors and shall not be deemed employees of County. Global and such persons shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. Global will conduct itself in accordance with its status as an

independent contractor and shall not hold itself out as, nor claim to be, an officer or employee of County. The County shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding Global's status as an independent contractor.

6.2. The County in paying Global shall not make any withholding for taxes or any other obligations. Global shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Global shall indemnify and hold County harmless from all loss or liability incurred by Global as a result of County not making such payments or withholdings.

7. ASSUMPTION OF RISK AND INDEMNIFICATION.

7.1. Global solely assumes all risks in performing the Services, including but not limited to the risk of theft and unauthorized use of the motor vehicle fuel credit cards.

7.2. To the fullest extent permitted by law, Global shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any officer, employees, or agent of Global) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks Global assumes under this Section, (b) Global's performance of the Agreement, (c) intentional or negligent acts or omissions of Global, its officers, employees, or agents, or (d) Global's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of crossclaim, third-party claim, declaratory action or otherwise.

7.3. Neither the termination of this Agreement nor the making of the final payment hereunder shall release Global from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Global or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

8. INSURANCE REQUIREMENTS.

8.1. Global 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.

8.1.1. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Global shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement.

8.1.2. Excess/Commercial Umbrella coverage with limits of at least Four Million Dollars ($4,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

8.1.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

8.1.4. Professional/Errors & Omissions Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

8.2. Waiver of Subrogation: Global waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8.3. Global shall provide certificates evidencing the foregoing insurance coverage to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of Global's General Liability and Excess/Commercial Umbrella Liability policies. The certificates shall be on forms approved by County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Global of any of the insurance requirements, nor decrease the liability of Global.

County reserves the right to require Global to provide insurance policies for review by County. Global hereby grants County a limited power of attorney to communicate with Global's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. BREACH AND TERMINATION.

9.1. The County may terminate this Agreement at any time and for any reason, or for no reason. Global may terminate this Agreement in the event of a breach of this Agreement by the County if Global first gives written notice of such breach and the County does not cure such breach within 30 days after delivery of such written notice.

9.2. If this Agreement is terminated, Global shall be entitled to compensation for Services performed to the effective date of termination.

10. EXECUTORY OR NON-APPROPRIATION CLAUSE.

10.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Global by certified mail. In such an event Global shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

11. NON-ASSIGNMENT.

11.1. Global shall not assign, transfer, convey, or otherwise dispose of this Agreement, or of its right, title or interest herein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by County, provided, however, that nothing herein shall prohibit Global from engaging subconsultants.

12. NON-WAIVER

12.1. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

13. CHOICE OF LAW/FORUM

13.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and

principles.

13.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York, and Global hereby waives any objection that it may have to the venue of any such suit, action, or proceeding and irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding.

13.3. In any litigation relating to or arising out of this Agreement, Global hereby waives personal services of process upon it and agrees that service of process may be made upon Global by certified mail, return receipt requested, to the address last designated for notices herein.

14. ORDER OF PRECEDENCE

14.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

14.1.1. Attachment C – Standard Contract Clauses Addendum

14.1.2. This Agreement

14.1.3. Attachment A – Request for Proposal

14.1.4. Attachment B – Global Proposal

15. SUCCESSORS AND ASSIGNS

15.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

16. SEVERABILITY

16.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

17. ENTIRE AGREEMENT

17.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

18. COUNTERPARTS

18.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. AUTHORITY TO ACT/SIGN

19.1. Global's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Global's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Global; no other action on the part of Global or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

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

21. AMENDMENTS

21.1. This Agreement may not be amended except through a written agreement of the Parties.

IN WITNESS WHEREOF, the Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

_____ Date: _____

Anthony J. Picente, Jr.
Oneida County Executive

GLOBAL MONTELLO GROUP CORP.

_____ Date: 11/30/23

By: Mark Cosenza

Title: Senior Vice President

APPROVED BY:

_____ Date: _____

Andrew Dean, Esq.
Assistant County Attorney

Attachment A

(RFP)

EXHIBIT A

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSAL
FUEL CARD SERVICES

Oneida County seeks to identify interested Vendors to enter into an agreement for motor vehicle fuel credit card services.

1) Scope of Work

   a) The Vendor shall provide access to an adequate number of local refueling stations under this agreement to meet the County's motor vehicle fuel requirements.

   b) The Vendor shall issue to each County Vehicle a credit card for the purposes of refueling vehicles only.

      i) Approximately 350 cards will be required with additional cards for emergency use.
      ii) Replacement cards shall be issued immediately upon request.
      iii) Each card will be assigned to one vehicle only and will require a six-digit pin from the operator to allow fuel to be pumped.
      iv) Cards shall not be deactivated from lack of use as some may only be used in the event of an emergency.
      v) The County shall not incur any cost initial and replacement cards.

   c) The Vendor shall issue a six-digit PIN number to all employees designated by the County.

   d) Refueling Procedure

      i) Driver shall scan card and be prompted to enter driver PIN (driver identification number) and odometer reading.
      ii) Driver shall receive a receipt for fuel received.

   e) Billing

      i) The vendor shall email a monthly statement for each Department designated by the County with the following information:

         (1) department account number and name
         (2) invoice number, date, and payment due date
         (3) total number of transactions
         (4) total gallons pumped
         (5) total payment due
         (6) payment due date

      ii) Monthly statements shall include detailed information for each transaction, broken down by vehicle, including the following:

         (1) date and time of refueling
         (2) employee name
         (3) vehicle identification number and description

(4) location of refueling site
(5) product received
(6) odometer reading at time of refueling
(7) miles per gallon since last refueling
(8) cost per gallon
(9) gallons purchased
(10)total cost

iii) Departments shall include but not be limited to the following.

(1) Public Works
(2) Buildings & Grounds
(3) Water Quality and Water Pollution Control
(4) Oneida County Sheriff's Department
(5) Aviation

iv) Upon receipt of each Monthly Statement the County shall make payment within forty-five (45) days from receipt of invoice.

v) The County is a municipal corporation and as such shall not be subject to any sales tax or federal excise tax. Please deduct all taxes from billing. The County shall not be subject to any finance or late charges. Lock-out features shall not be allowed in the event of late payments. Transactions denied due to a lock-out feature may result in termination of contract.

vi) All billing and account services (i.e., new card request, card deactivation request, new vehicle/user account, deactivate vehicle/user account, PIN assignment/reassignment, etc.) shall be available on-line via an internet web portal and from a customer service representative.

2) Term

a) Services will commence on June 1, 2023, and run through December 31, 2023.

b) The County's shall have the option to renew for four (4) additional one (1) year periods. County shall notify Vendor of its intention to renew no later than 30 days prior to end of current term.

3) Pursuant to NYS General Municipal Law Section (103)(3) and (16), as well as Section 104, it is the intent of this Invitation to Bid that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment to the successful Vendor directly. The sole responsibility regarding performance of the bid, or any obligation, covenant, condition, or term thereunder by the successful Vendor and the participating entities will be borne and is expressly assumed by the successful Vendor and the participating entities and not by Oneida County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Vendor, Oneida County specifically and expressly disclaims all liability for such defective performance or breach, or failure of

either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.

4) The County of Oneida, to promote its established Affirmative Action Plan, invites bids from underrepresented groups. This Affirmative Action Policy regarding sealed bids and contracts applies to all persons without regard to race, color, creed, national origin, age, sex, or handicap.

5) The County or the Contractor may terminate the Contract within one hundred twenty (120) days by giving written notice to the other party.

6) Proposals must include the following.

   a) Vendor's name, address, and contact information.

   b) Detailed summary of Vendor's qualifications.

   c) Complete description of services offered by Vendor.

   d) Material showing online internet portal interface details and sample invoices.

   e) Complete listing of retail locations within the County where fuel may be purchased and indicate if gasoline and diesel are available.

   f) Price and fee structure including all discounts, surcharges, and fees.

   g) At least three references for similar clients.

7) Evaluation of Proposals and Award

   a) Availability of motor vehicle fuel is a primary consideration. An award will be made to Vendor offering the best combination of motor vehicle fuel availability and price/fee structure, as determined by County.

8) All questions must be submitted in writing to:

   Christopher Burtch
   Deputy Commissioner of Highways & Bridges
   Oneida County Department of Public Works
   5999 Judd Road
   Oriskany, NY 13424
   cburtch@ocgov.net

9) Proposals will be accepted until 4:00pm on May 24, 2023, and must be submitted via email to Christopher Burtch at cburtch@ocgv.net. Late proposals will not be accepted and the County assumes no responsibility for late proposals.

Attachment B

(Proposal)

EXHIBIT B

Annette Couillard
Director of Fleet Program
1-866-968-3835
Fax 781-398-2052
Direct line 781-398-4431

Review your account at

https://pipeline.trinium4fuel.com/glbl/
delete and add pins from this hyperlink
please make on line payments from this link

Please make all checks payable to: Global Montello Group
Remits address: 15 N.E Industrial Road
Branford, CT 06405

From: Annette Couillard
Sent: Friday, May 12, 2023 12:33 PM
To: cburtch@ocogv.net
Subject: RFP-2022-325 fuel card

Annette Couillard
Director of Fleet Program
1-866-968-3835
Fax 781-398-2052
Direct line 781-398-4431

Review your account at

https://pipeline.trinium4fuel.com/glbl/
delete and add pins from this hyperlink
please make on line payments from this link

Please make all checks payable to: Global Montello Group
Remits address: 15 N.E Industrial Road

RFP-2022-325

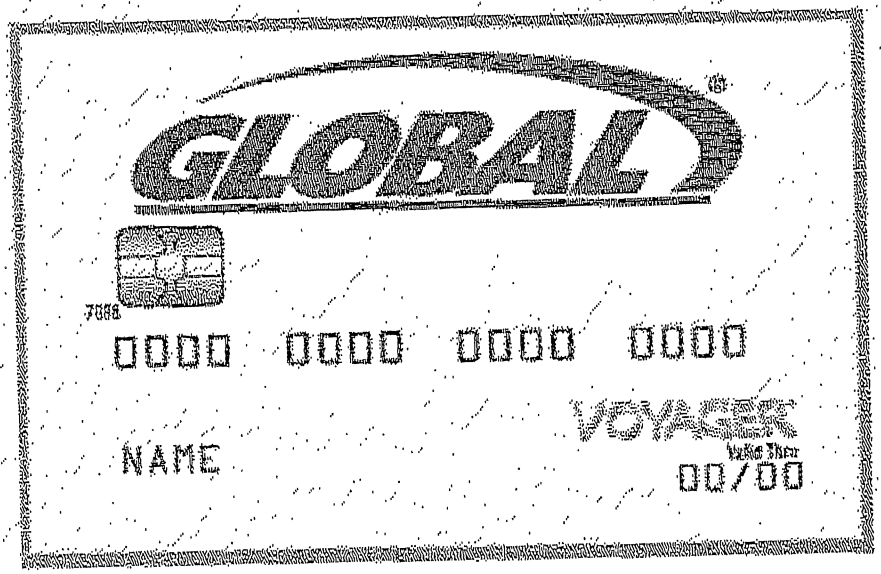
PREPARED FOR

Oneida County Department of Public Works

RFP-2022-325
BY

GLOBAL MONTELLO.

May 12, 2023



Submitted by:
Global Montello.
15 East Industrial Drive
Branford, CT 06405

Dear Christopher Burtch,

May 12, 2023

Dear Christopher Burtch,

Global Montello., is pleased to present this request for proposal to provide The Global fleet fuel card services to Oneida County Department of Public Works.

The Global card is a "universal" fuel card with extensive fleet management features. The Global/Voyager card is the fastest growing universal fleet card in the industry due to its advanced technology and processing systems. Our service infrastructure and proven track record of managing fuel taxes and net billings have been critical to the high success rates and efficiencies of our State Government customers along with the private sector. We currently serve the needs in whole or in part, of approximately 50 State and County Government entities within New York and Vermont, and New Hampshire. along with 1500 other clients. The Global/Voyager card is also accepted at over 310,000 fuel service stations across the country.

Global Montello. offers a comprehensive fueling and maintenance fleet card program. Global Montello., along with Voyager, has highly trained and experienced personnel for relationship management, day-to-day program maintenance, solution consulting, help desk support, and customer service at Global Company and Voyagers phone center. Top to bottom, when it comes to coordinated fleet card program service, Oneida County Department of Public Works will agree that the Global /Voyager card is best suited to helping you achieve your fleet management objectives. We will offer you up to **.04 discount at all Clifford Oil Locations, see attached for locations (rebate will be sent via check) and .0025 discount at all other locations that will be deducted from invoice**

I invite you to contact myself Annette Couillard Director of Fleet Program, regarding any questions or needs that are not specifically detailed in this request for proposal.

Global Montello.
Attn: Annette Couillard
88 Leroy Road
Williston, Vermont 05408

Telephone: 1-866-968-3835
Fax: 1-781-398-2052
Email: Annette.Couillard@globalp.com

Once again, Global Montello. appreciates the opportunity to respond to your request for proposal and we look forward to providing fleet fuel management services.

Best regards,

Annette Couillard
Director of Fleet Management

Features and Benefits

Purchase Control

- With a single account, cards can be assigned to drivers and/or vehicles.
- Purchases can be controlled through an assigned PIN number.
- Limitations on types of purchases made with the card.
- Purchases can be limited by product (fuel only or all products), number of transactions per day, and/or dollars per month.

Exception Monitoring

- Exceptions are applied on the card.
- The billing statement allows the customer to track the mile per gallon, product purchases, excess fuel purchases and various transactions made to the account.
- You can define your own exceptions.

Flexible Reporting Options

- Reports and statements can be supplied on fax, or email.
- Reports can be broken out to four levels.
- The descriptions and names of the second and third levels are customer-defined (the first level is the customer name and the fourth level is vehicle/driver).
- Reports can be broken out or summarized at any business unit level.
- Reports sent to multiple entities within the customer organization can be any combination of paper, fax, or email.

Tax Exemption

- The Global Universal Fleet Card can report and calculate various tax exemptions including federal and state levels that are allowed by law.

Convenience

- Drivers or vehicles need only one card.
- The Global Universal Fleet Card is accepted at major and regional brands in all 50 states.

Online Customer Access

- Customers can browse through a variety of data items on their account: unbilled transactions, vehicle and driver information.

Flexible Billing and Payment Options

- Reports can be sent to one or more business unit levels within the company.
- Payments can be made by EFT.

No fees

Online Access

GLOBAL/VOYAGER currently receives 100% of all transactions electronically. GLOBAL/VOYAGER will provide electronic and on-line reporting options to Oneida County Department of Public Works.

The following data elements are provided:

Data Element	Report
Merchant Name	√
Merchant Street Address	√
Merchant City, State, Zip	√
Purchase Date and Time	√
Total Purchase Amount	√
Card Number	√
Vehicle ID/Driver ID	√
Sales Tax	√
Line Item Detail	√
Fuel Grade	√
Cost per Gallon	√
# of Gallons	√
Personal Driver Identification Number/Vehicle Identification Number or PIN	√

L. REFERENCES

1) City Of Utica
Mike Mahoney
315-534-1000
Government Fleet – 207 fleet fuel cards with services

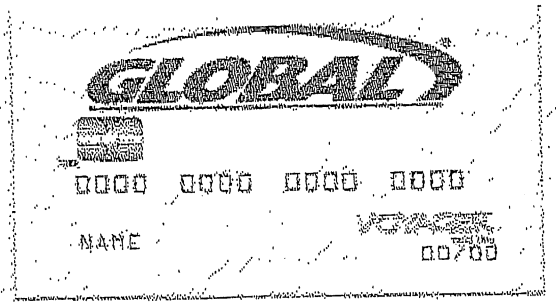
2) Oneida County
Karen Bowen/Lucille Phillips
315-793-6244
Municipality Fleet – 395 fleet fuel cards with services

3) Engineers Construction
Sara Walen
802-264-2262
Private Fleet – 282 fleet fuel card with services

4) Town Of Shelburne
Peter Frankenburg
802-985-5110
Municipal Fleet – 62 fleet fuel cards with services

5) United Cerebral Palsy
Elaine
315-797-4080
Non-profit organization Fleet– 110 fleet fuel cards with services

6) Town of Williston
Susan Lamb
802-878-0919
Municipal Fleet – 55 fleet fuel cards with services



Global Montello Group
15 N.E. Industrial Road
Branford, CT 06405
(866) 968-3835

Page: 1

Account Number:	11111
Invoice Number:	265612
Invoice Date:	11/30/20
Invoice Total:	$3,034.26
Payment Due By:	12/10/20

ABC Company
123 Main Street
Anytown USA 12345

Description	Transactions	Unit Quantity	Unit Type	Amount Due
NL	101	1,304.3	GAL	2,975.38
PL	2	17.1	GAL	41.84
MISC	1	1.0	EACH	20.00
SUBTOTAL	104	1,322.3		3,037.22
REMOTE TRANS FEE				-2.96
TOTAL				3,034.26

* Total amount due this invoice $3,034.26 *

Your Payment Is Due In Our Office By: 12/10/20

OPEN INVOICES								
Date	Invoice	Current	1-30	31-60	61-90	Over 90	Unapplied	Balance Due
11/30/20	265612	3,034.26	0.00	0.00	0.00	0.00	0.00	3,034.26
Total		3,034.26	0.00	0.00	0.00	0.00	0.00	3,034.26

Review your account or make payments at: <br/> https://pipeline.trinium4fuel.com/glbl/

Date	Time	Driver	Site	Extra Data	Odometer	Product	Quantity	MPG	Price	Amount
Department:										
Card label: VEHICLE 1										
11/03/20	1:56p	WILLIAM EYSAM	142017	0	132763					
11/05/20	4:18p	WILLIAM EYSAM	141967	0	132981					
						Previous Odometer: 132473				
						NL	10.220	28.4	2.2990	23.50
						NL	9.470	23.0	2.3600	22.35
Subtotal — Cents per mile: 0.090						Fuel(gals)	19.690	25.8	Avg MPG	45.85
Card label: VEHICLE 2						**Previous Odometer: 291638**				
11/09/20	1:54p	WILLIAM EYSAM	142017	0	275775	NL	14.070	---	2.2990	32.35
11/11/20	3:01p	WILLIAM EYSAM	141260	0	292057	NL	11.060	---	2.2600	25.00
11/13/20	9:54a	WILLIAM EYSAM	104550	0	292246	NL	11.250	16.8	2.3600	26.55
11/16/20	10:02a	WILLIAM EYSAM	104550	0	292428	NL	13.750	13.2	2.3600	32.45
11/18/20	9:44a	WILLIAM EYSAM	142017	0	292722	NL	11.880	24.7	2.2899	27.20
11/19/20	3:50p	WILLIAM EYSAM	144270	0	292929	NL	8.160	25.4	2.3099	18.85
11/20/20	3:57p	WILLIAM EYSAM	104550	0	293074	NL	10.810	13.4	2.3310	25.20
11/23/20	3:37p	WILLIAM EYSAM	104550	0	293204	NL	12.540	10.4	2.3010	28.85
11/25/20	3:46p	WILLIAM EYSAM	141967	0	293450	NL	11.110	22.1	2.3900	26.55
						Fuel(gals)	104.630	17.3	Avg MPG	243.00
Subtotal — Cents per mile: 0.134						**Previous Odometer: 161552**				
Card label: VEHICLE 3						NL	13.040	2.5	2.3490	30.63
11/03/20	11:59a	JULIE POTTER	100475	0	161585	NL	16.400	21.3	2.3400	38.38
11/11/20	1:05p	JULIE POTTER	128326	0	161934	NL	16.770	19.1	2.3490	39.38
11/18/20	9:29a	JULIE POTTER	100475	0	162254	Fuel(gals)	46.210	15.2	Avg MPG	108.39
Subtotal — Cents per mile: 0.154						**Previous Odometer: 283021**				
Card label: VEHICLE 4						NL	11.210	18.3	2.3189	26.00
11/02/20	1:50p	RONALD CORR	142523	0	283226	NL	14.370	16.6	2.3490	33.76
11/05/20	10:21a	JOSEPH MAZUR	100475	0	283465	NL	6.770	32.5	2.3710	16.05
11/06/20	8:50a	RONALD CORR	141912	0	283685	NL	10.850	13.9	2.3500	25.50
11/10/20	8:26a	RONALD CORR	141912	0	283836	NL	11.380	19.3	2.3200	26.40
11/12/20	9:01a	RONALD CORR	142523	0	284056	NL	12.910	18.5	2.2769	29.40
11/14/20	9:38a	GEORGE ROBERT	138441	0	284295	NL	12.340	17.5	2.3500	29.00
11/17/20	3:22p	RONALD CORR	141912	0	284511	NL	10.750	16.0	2.3490	25.25
11/19/20	3:34p	RONALD CORR	141912	0	284683	NL	4.310	60.8	2.3200	10.00
11/24/20	11:08a	RONALD CORR	142523	0	284945	NL	11.000	0.1	2.3189	25.51
11/24/20	11:13a	RONALD CORR	142523	0	284946	NL	10.750	21.3	2.3490	25.25
11/27/20	9:38a	RONALD CORR	141914	0	285175	Fuel(gals)	116.640	18.5	Avg MPG	272.12
Subtotal — Cents per mile: 0.126						**Previous Odometer: 129226**				
Card label: VEHICLE 5						NL	7.590	30.6	2.2400	17.00
11/03/20	9:17a	GEORGE ROBERT	138441	0	129458	NL	12.240	14.4	2.2479	27.52
11/04/20	4:41p	GEORGE ROBERT	138441	0	129634	NL	10.930	26.5	2.3490	25.68
11/07/20	8:32a	AUSTIN SMITH	141914	0	129924	NL	8.930	31.2	2.3519	21.00
11/10/20	10:18a	GEORGE ROBERT	141914	0	130203	NL	11.660	25.0	2.3500	27.40
11/12/20	12:02p	AUSTIN SMITH	141914	0	130495	NL	11.660	26.8	2.3500	27.40
11/16/20	1:35p	AUSTIN SMITH	141914	0	130807	NL	12.550	15.1	2.3510	29.50
11/18/20	11:11a	GEORGE ROBERT	141914	0	130997	NL	12.720	21.1	2.3500	29.89
11/20/20	11:13a	AUSTIN SMITH	141914	0	131266					

ABC Company

Date	Time	Driver	Site	Extra Data	Odometer	Product	Quantity	MPG	Price	Amount
11/23/20	4:42p	AUSTIN SMITH	141914	0	131591	NL	11.390	28.5	2.3490	26.76
11/27/20	12:09p	AUSTIN SMITH	141914	0	131868	NL	12.080	22.9	2.3510	28.40
						Fuel(gals)	111.750	23.6	Avg MPG	260.55
Subtotal --- Cents per mile: 0.099						Previous Odometer: 162147				
Card label: VEHICLE 6										
11/07/20	8:49a	Hannah Walker	142009	0	162235	NL	8.400	10.5	2.3810	20.00
11/11/20	9:14a	Hannah Walker	133468	0	162398	NL	8.510	19.2	2.3500	20.00
11/13/20	9:37a	Hannah Walker	133468	0	162604	NL	11.550	17.8	2.3500	27.14
11/20/20	9:26a	Hannah Walker	142009	0	162804	NL	10.460	19.1	2.3900	25.00
11/25/20	8:45a	Hannah Walker	133468	0	163019	NL	11.160	19.3	2.3490	26.21
						Fuel(gals)	50.080	17.4	Avg MPG	118.35
Subtotal --- Cents per mile: 0.136						Previous Odometer: 149142				
Card label: VEHICLE 7										
11/03/20	9:41a	JOAN SALMON	134572	0	149399	PL	10.870	23.6	2.2300	24.24
11/06/20	1:55p	JOAN SALMON	128326	0	149638	NL	10.690	22.4	2.3390	25.00
11/13/20	4:43p	JOAN SALMON	128326	0	149868	NL	11.110	20.7	2.3400	26.00
11/20/20	4:38p	JOAN SALMON	100277	0	150189	NL	14.000	22.9	2.3790	33.31
						Fuel(gals)	46.670	22.4	Avg MPG	108.55
Subtotal --- Cents per mile: 0.104						Previous Odometer: 182759				
Card label: VEHICLE 8										
11/02/20	3:57p	JAMIE PITONIA	128326	0	182971	NL	4.270	49.6	2.3420	10.00
11/04/20	2:11p	JAMIE PITONIA	128326	0	183135	NL	11.970	13.7	2.3390	28.00
11/09/20	3:16p	JAMIE PITONIA	142009	0	183415	NL	4.200	66.7	2.3810	10.00
11/10/20	3:56p	JAMIE PITONIA	128326	0	183513	NL	11.250	8.7	2.3400	26.32
11/13/20	3:46p	JAMIE PITONIA	128326	0	183800	NL	11.970	24.0	2.3390	28.00
11/18/20	1:55p	JAMIE PITONIA	142009	0	184051	NL	10.880	23.1	2.3900	26.00
11/23/20	10:10a	JAMIE PITONIA	100277	0	184314	NL	11.770	22.3	2.3800	28.02
11/25/20	3:33p	JAMIE PITONIA	128326	0	184580	NL	11.720	22.7	2.3400	27.42
						Fuel(gals)	78.030	23.3	Avg MPG	183.76
Subtotal --- Cents per mile: 0.101						Previous Odometer: 0				
Card label: VEHICLE 9										
11/12/20	2:06p	RICHARD FUSAR	141912	0	277239	NL	11.060	0.0	2.3510	26.00
11/17/20	2:56p	RICHARD FUSAR	141912	0	277505	NL	11.920	22.3	2.3490	28.00
11/20/20	3:58p	RICHARD FUSAR	142523	0	277750	NL	11.640	21.0	2.3200	27.00
						Fuel(gals)	34.620	21.7	Avg MPG	81.00
Subtotal --- Cents per mile: 0.108						Previous Odometer: 119952				
Card label: VEHICLE 10										
11/19/20	3:56p	JULIE POTTER	100475	0	120249	NL	18.580	16.0	2.3490	43.65
						Fuel(gals)	18.580	16.0	Avg MPG	43.65
Subtotal --- Cents per mile: 0.147						Previous Odometer: 290669				
Card label: VEHICLE 11										
11/03/20	11:35a	JIMMY SNYDER	144599	0	291045	NL	25.990	14.5	2.1389	55.60
11/05/20	3:53p	TRAVIS TENNAN	141967	0	291404	NL	23.730	15.1	2.3600	56.00
11/10/20	3:52p	JIMMY SNYDER	141914	0	291850	NL	25.540	17.5	2.3490	60.00
11/12/20	2:56p	JIMMY SNYDER	138698	0	292215	NL	11.540	31.6	2.3400	27.00
11/13/20	2:56p	JIMMY SNYDER	141967	0	292382	NL	4.180	40.0	2.3920	10.00
11/13/20	3:37p	JIMMY SNYDER	141914	0	292415	NL	25.540	1.3	2.3490	60.00
11/18/20	11:11a	JIMMY SNYDER	142523	0	292745	NL	25.870	12.8	2.3189	60.00
11/20/20	11:44a	JIMMY SNYDER	144599	0	293148	NL	27.830	14.5	2.1599	60.10

Date	Time	Driver	Site	Extra Data	Odometer	Product	Quantity	MPG	Price	Amount
11/24/20	11:40a	JIMMY SNYDER	144599	0	293520	NL	24.760	15.0	2.0600	51.00
11/27/20	11:36a	JIMMY SNYDER	144599	0	293750	NL	16.020	14.4	2.0600	33.00
Subtotal --- Cents per mile: 0.153						Fuel(gals)	211.000	14.6	Avg MPG	472.70
Card label: VEHICLE 12						**Previous Odometer: 311738**				
11/06/20	11:41a	JIMMY SNYDER	144599	0	312054	NL	21.030	15.0	2.1400	45.00
11/19/20	2:15p	KENDRA WARN	142017	0	312419	NL	26.210	13.9	2.2890	60.00
Subtotal --- Cents per mile: 0.154						Fuel(gals)	47.240	14.4	Avg MPG	105.00
Card label: VEHICLE 13						**Previous Odometer: 355944**				
11/06/20	10:00a	GEORGE ROBERT	141914	0	356200	NL	14.360	17.8	2.3500	33.75
11/09/20	3:14p	GEORGE ROBERT	138441	0	356375	NL	7.240	24.2	2.2789	16.50
11/11/20	10:18a	JOSEPH MAZUR	141914	0	356588	NL	8.870	24.0	2.3510	20.85
11/12/20	3:02p	GEORGE ROBERT	138441	0	356256	NL	8.380	---	2.2670	19.00
Subtotal --- Cents per mile: 0.289						Fuel(gals)	38.850	8.0	Avg MPG	90.10
Card label: VEHICLE 14						**Previous Odometer: 210499**				
11/02/20	4:34p	GEORGE ROBERT	141912	0	210698	NL	11.410	17.4	2.3490	26.80
11/04/20	2:54p	JOSEPH MAZUR	141914	0	210903	NL	11.530	17.8	2.3500	27.10
11/14/20	10:42a	Hannah Walker	100277	0	211183	NL	14.430	19.4	2.3800	34.33
11/17/20	1:36p	JOSEPH MAZUR	141914	0	211423	NL	13.430	17.9	2.3490	31.55
11/18/20	4:51p	JOSEPH MAZUR	141914	0	211640	NL	11.320	19.2	2.3500	26.60
11/20/20	1:05p	GEORGE ROBERT	141914	0	211815	NL	13.920	12.6	2.3490	32.70
11/24/20	2:33p	JOSEPH MAZUR	141914	0	212043	NL	13.150	17.3	2.3500	30.90
11/25/20	4:39p	JOSEPH MAZUR	141914	0	212190	NL	7.610	19.3	2.3519	17.90
11/30/20	8:36a	GEORGE ROBERT	100475	0	212324	NL	9.580	14.0	2.3490	22.51
Subtotal --- Cents per mile: 0.137						Fuel(gals)	106.380	17.2	Avg MPG	250.39
Card label: VEHICLE 15						**Previous Odometer: 203096**				
11/02/20	4:53p	KENDRA WARN	141967	0	203338	NL	12.410	19.5	2.3300	28.91
11/04/20	4:11p	KENDRA WARN	141967	0	203552	NL	12.290	17.4	2.3600	29.00
11/07/20	8:30a	KENDRA WARN	103773	0	203802	NL	12.230	20.4	2.2890	28.00
11/09/20	4:47p	KENDRA WARN	111781	0	203928	NL	6.520	19.3	2.3019	15.01
11/11/20	4:03p	KENDRA WARN	141967	0	204122	NL	10.590	18.3	2.3800	25.20
11/13/20	3:56p	KENDRA WARN	141967	0	204375	NL	12.900	19.6	2.3900	30.83
11/16/20	4:07p	KENDRA WARN	103773	0	204468	NL	5.680	16.4	2.2890	13.00
11/17/20	3:56p	KENDRA WARN	103773	0	204613	NL	7.710	18.8	2.2799	17.58
11/19/20	4:52p	KENDRA WARN	100833	0	204816	NL	11.310	17.9	2.3609	26.70
11/20/20	4:19p	KENDRA WARN	141967	0	204913	NL	4.680	20.7	2.3909	11.19
11/24/20	4:45p	KENDRA WARN	141967	0	205157	NL	12.810	19.0	2.3900	30.61
11/27/20	3:50p	KENDRA WARN	141967	0	205320	NL	9.910	16.4	2.3909	23.69
Subtotal --- Cents per mile: 0.126						Fuel(gals)	119.040	18.7	Avg MPG	279.72
Card label: VEHICLE 16						**Previous Odometer: 24090**				
11/06/20	9:25a	ANDY RUDY	100731	0	24485	NL	24.110	16.4	2.3389	56.40
11/13/20	7:29a	ANDY RUDY	138440	0	24894	NL	23.820	17.2	2.0990	50.00
11/18/20	2:38p	ANDY RUDY	138538	0	25301	NL	23.740	17.1	1.9990	47.45
11/23/20	7:28a	ANDY RUDY	138440	0	25634	NL	20.450	16.3	2.0390	41.70

Date	Time	Driver	Site	Extra Data	Odometer	Product	Quantity	MPG	Price	Amount
11/28/20	1:28p	ANDY RUDY	117931	0	25964	NL	20.490	16.1	1.9500	39.95
Subtotal --- Cents per mile: 0.126						Fuel(gals)	112.610	16.6	Avg MPG	235.50
Card label: VEHICLE 17						**Previous Odometer: 29849**				
11/01/20	3:49p	ANDY RUDY	142039	0	30189	NL	14.170	24.0	2.0999	29.75
11/08/20	5:20p	ANDY RUDY	142039	0	49167	PL	6.190	---	2.8430	17.60
11/12/20	2:29p	ANDY RUDY	117931	0	30456	NL	12.920	---	1.8690	24.15
11/20/20	2:52p	PATRICIA RUDY	117931	0	30682	NL	12.150	18.6	1.8109	22.00
11/27/20	3:10p	PATRICIA RUDY	117931	0	30989	NL	13.860	22.2	1.8100	25.09
Subtotal --- Cents per mile: 0.104						Fuel(gals)	59.290	19.2	Avg MPG	118.59
Card label: VEHICLE 19						**Previous Odometer: 30682**				
11/09/20	11:44a		100273	0	0	MISC	1.000	0.0	20.0000	20.00
Subtotal --- Cents per mile: 0.000						Fuel(gals)	1.000	0.0	Avg MPG	20.00
							1322.31		Dept Subtotal	3,037.22

FUEL ANALYSIS REPORT

GALLONS BY FUELING LOCATION

Site	Street Address	City	State	Gallons
100273	VOYAGER OVERNIGHT CARD	HOUSTON	TX	1.0
100277	4094 STATE ROUTE 69	TABERG	NY	40.2
100475	1221 ERIE BLVD WEST	ROME	NY	72.3
100731	20 CENTRAL AVE	ILION	NY	24.1
100833	23-27 E. CLARK ST.	ILION	NY	11.3
103773	260 MOHAWK ST.	HERKIMER	NY	25.6
104550	5 N. MAIN	MIDDLEVILLE	NY	48.4
111781	200 E. MAIN ST.	FRANKFORT	NY	6.5
117931	3720 BREWERTON RD	N SYRACUSE	NY	59.4
128326	16 MAIN ST	CAMDEN	NY	89.4
133468	2344 ROUTE 49	BLOSSVALE	NY	31.2
134572	2096 STATE ROUTE 49	NORTH BAY	NY	10.9
138440	5565 BARTELL RD	BREWERTON	NY	44.3
138441	8709 NYS ROUTE 26, TURIN	ROME	NY	48.4
138538	6406 STATE ROUTE 31	CICERO	NY	23.7
138698	7296 W MAIN ST	WESTMORELAND	NY	11.5
141260	119 MAIN ST.	RICHFIELD SPR	NY	11.1
141912	1336 ERIE BLVD WEST	ROME	NY	75.1
141914	600 ERIE BLVD W	ROME	NY	247.9
141967	1 MAIN ST	MOHAWK	NY	124.1

Site	Street Address	City	State	Gallons
142009	24 MAIN ST	CAMDEN	NY	33.9
142017	201 WEST STATE STREET	HERKIMER	NY	62.4
142039	5858 ROUTE 31	CICERO	NY	20.4
142523	216 ERIE BLVD E	ROME	NY	75.4
144270	1 COUNTRY MILE	FRANKPORT	NY	8.2
144599	8019 ROUTE 31	BRIDGEPORT	NY	115.6

GALLONS, AMOUNTS AND TAXES BY STATE BY PRODUCT

State	Product	Average Price	Total Amount	Federal Tax	State Tax	Other Tax	Sales Tax	Total Gallons	Gals With State Tax	Gals W/O State Tax
TX	MISCELLANEOUS	20.0000	20.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
TX	State Total	20.0000	20.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
NY	No Lead	2.2813	2,975.38	242.59	335.53	104.28	123.12	1,304.25	1,304.25	0.00
NY	Midgrade	2.4525	41.84	3.17	4.40	1.37	1.72	17.06	17.06	0.00
NY	State Total	2.2835	3,017.22	245.76	339.93	105.65	124.84	1,321.31	1,321.31	0.00
	Invoice Total	2.2969	3,037.22	245.76	339.93	105.65	124.84	1,322.31	1,321.31	1.00

Clifford Locations

site description	Address	City	Brand
TABERG CLIFF'S	4094 St Rt 69	Taberg, NY	CITGO
ORISKANY CLIFF'S	316 St Rt 69	Oriskany, NY	CITGO
KIRKLAND CLIFF'S	7491 St Rt 5	Clinton, NY	CITGO
NEW HARTFORD CLIFF'S	17 Genesee St	New Hartford, NY	CITGO
ERIE BLVD CLIFF'S	3100 Erie Blvd	DeWitt, NY	SUNOCO
HERKIMER CLIFF'S & CAR WASH & SUBWAY	430 Mohawk St	Herkimer, NY	SUNOCO
NORTH UTICA	385 N. Genesee St	Utica, NY	CITGO
WASHINGTON MILLS FULL SERVICE	3931 Oneida St	Washington Mills, NY	CITGO
WEST ROME CLIFF'S	1221 Erie Blvd	Rome, NY	CITGO
COMMERCAIL DRIVE CLIFF,S & CAR WASH	9864 Commercial Dr	New York Mills, NY	CITGO
ILION CLIFF'S & SUBWAY	20 Central Ave	Ilion, NY	CITGO
EAST HERKIMER CLIFF'S	412 E. State St	Herkimer, NY	CITGO
ALDER CREEK CLIFF'S	11468 St Rt 12	Alder Creek, NY	SUNOCO
GENESEE STREET MART	1501 Genesee St	Utica, NY	SUNOCO
OSWEGO XPRESS MART	260 E. Oneida St	Oswego, NY	SUNOCO
CULVER CLIFF'S & SUBWAY	1262 Culver Ave	Utica, NY	SUNOCO
FULTON CLIFF'S & SUBWAY	817 S. 4th St	Fulton, NY	SUNOCO
RIDGE MILLS CLIFF'S	7823 Rome Westerville Rd	Rome, NY	SUNOCO
BURRSTONE ROAD CLIFF'S	1701 Burrstone Rd	New Hartford, NY	CITGO
PORT LEYDEN CLIFF'S	3205 St Rt 12	Port Leyden, NY	CITGO
CLINTON CLIFF'S	33 Utica St	Clinton, NY	CITGO
SAUQUOIT CLIFF'S & CAR WASH	9553 Pinnicle Rd	Sauquoit, NY	SUNOCO
KIRKVILLE CLIFF'S	6673 Kirkville Rd	East Syracuse, NY	SUNOCO

Memo

To:	Matthew S. Baisley Secretary, Board of Acquisition & Contract Al Barbato Director of Purchasing
From:	Christopher Burtch Deputy Commissioner, Division of Highways & Bridges CB
Date:	June 16, 2023
Re:	Motor Vehicle Fuel Credit Card Services M5130.456 and A1620.456

A request for proposal was solicited from qualified Vendors to enter into an agreement for motor vehicle fuel credit card services. Global Montello Group was the sole response to the Request for Proposal.

The Scope of Work includes:

1. Access to an adequate number of local refueling stations under this agreement to meet the County's motor vehicle fuel requirements.
2. Each County Vehicle will be issued a credit card for the purposes of refueling vehicles only.
3. Each card will be assigned to one vehicle and will require a six-digit pin from the operator.
4. The County shall not incur any cost for initial and replacement cards.

Global Montello Group is offering up to a $0.04 discount at all Clifford Oil Locations and $0.0025 discount at all other locations that will be deducted from invoice.

I recommend acceptance of the proposal submitted by Global Montello Group. Payment of invoices received by Global Montello will be paid out of A1620.456 and M5130.456.

cc: project file

Attachment C

(Standard Contract Clauses Addendum)

STANDARD CONTRACT CLAUSES ADDENDUM

This Addendum to the Agreement, is entered into between the County and Global (hereafter, "Contractor").

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by

paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records

may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section

165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by

the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

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

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

ANTHONY J. PICENTE, JR.
County Executive

JAMES J. GENOVESE II
Commissioner

October 30, 2023

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

FN 20 24-230

PUBLIC WORKS

WAYS & MEANS

Re: Agreement for Safety Action Plan

Dear County Executive Picente:

Oneida County, as lead applicant with Herkimer County, applied for and was awarded a United States Department of Transportation Safe Streets and Roads for All ("SS4A") discretionary grant to fund the completion of a Safety Action Plan for Oneida and Herkimer Counties.

The SS4A program provides funding to help strengthen a community's approach to roadway safety and save lives. It is designed to meet the needs of diverse local and regional communities that differ dramatically in size, location, and experience administering federal funding. The Safety Action Plan's purpose is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through a safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance, and micromobility users, and commercial vehicle operators.

Through a competitive RFP process, Parsons Transportation Group, Inc. and its subconsultants was selected to prepare the Safety Action Plan. The budget is $519,962.44, comprised of the USDOT SS4A award of $415,969.95 in federal funds and a local share of $103,992.49 (in-kind services provided by the Herkimer-Oneida Counties Transportation Council, Oneida County, and Herkimer County).

Enclosed, please find an agreement with Parsons to provide the Safety Action Plan. The term of the agreement is for a term of 18 months, with an option renewal term of 18 months to allow for extensions, if necessary. The Board of Legislators by Resolution No. 261 (F.N. 2022-268) authorized you, as County Executive, to execute such agreements, subject to approval by the County Attorney.

I respectfully request that you review and sign this contract at your earliest convenience. Should you have any questions, Dana Crisino, Deputy Commissioner, and I would be pleased to discuss this matter with you at your convenience.

Sincerely,

James J. Genovese, II

CC: Comptroller
County Attorney
Budget

RECEIVED
DEC 27 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-27-23

Department Planning

Competing Proposal_____
Only Respondent_____
Sole Source
RFP__X___
Other_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Transpo Group USA, Incorporated
12131 113th Ave NE #203
Kirkland, Washington 98034

Title of Activity or Service: Professional Services for Transportation Planning

Proposed Dates of Operations: December 1, 2023 through May 31, 2025 (initial term)
June 1, 2025 through November 30, 2026 (1st renewal)
December 1, 2026 through June 1, 2028 (2nd renewal)

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services**: Oneida County on behalf of the Herkimer-Oneida Counties Transportation Council (HOCTC) seeks to contract with Transpo Group USA, Inc. to deliver updates to the Long Range Transporation Plan (LRTP) and the Human Services Transportation Plan (HSTP) for Herkimer and Oneida Counties.

2) **Program/Service Objectives and Outcomes:** The HOCTC works within federal transportation requirements and with the NYS Department of Transportation to plan and guide the development of the multimodal transportation system within the entirety of Oneida and Herkimer Counties. HOCTC is required to maintain an LRTP with a twenty-year vision of the transportation network. In addition, an HSTP is required to be maintained to meet the unified comprehensive strategy for public transportation service delivery requirements of the Federal Transit Administration, Enhanced Mobility for Individuals and Individuals with Disabilities Program. The LRTP and HSTP are both federally required to be updated every five years. Total fees for the services will not exceed $200,000.00, to be paid by 100% by federal funds.

3) **Program Design and Staffing Level**: The Deputy Commissioner of Planning and Transportation Program Manager will serve as the Project Manager. Other department staff will be utilized, as needed.

Total Funding Requested: Account: #K82218221.4902-000 (Revenue)
#K82218221.495-000 (Expense)

Oneida County Funding Recommendation: $200,000.00

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

Federal:	$200,000
State:	$0
County:	$0

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), effective December 1, 2023 ("Effective Date"), is by and between the Herkimer-Oneida Counties Transportation Council ("HOCTC"), through its host the County of Oneida (together with "HOCTC," the "County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and Transpo Group USA, Inc. ("Consultant"), a Washington corporation with its principal place of business at 12131 113th Ave NE #203, Kirkland, Washington 98034. The County and Consultant are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, HOCTC is designated by the State of New York as the Metropolitan Planning Organization ("MPO") for the Metropolitan Planning Area which covers the entirety of Oneida and Herkimer Counties, and the County of Oneida is the designated host of HOCTC and as such, is responsible for the execution of all contracts of HOCTC; and

WHEREAS, federal law requires MPOs to establish Long-Range Transportation Plans covering a 20-year forecast period and satisfying other criteria, and such plans must be updated every five years; and

WHEREAS, by resolution dated December 17, 2019, HOCTC adopted the 2020–2040 Long Range Transportation Plan "Going Places" as the official Long-Range Transportation Plan for HOCTC ("LRTP"), followed by the national award-winning Transportation Atlas—A Visual Guide to Herkimer and Oneida Counties (2021); and

WHEREAS, the County issued Request for Proposals Number 2023-363 and 2023-371 ("RFP") seeking proposals from qualified firms to provide an update to its LRTP and the integrated Human Services Transportation Plan for Herkimer and Oneida Counties ("HSTP"), copies of which is annexed as Exhibit B; and

WHEREAS, the Consultant responded to the RFP and offered to update the LRTP and HSTP, as more fully described in its response (with cost proposal) to the RFP (the "Proposal") and meet all federal requirements and the approval deadline of December 31, 2024, a copy of which is annexed as Exhibit C; and

WHEREAS, after technical and content review of the Proposal the County determined that the Consultant was qualified to provide the services required; and

WHEREAS, the County wishes to hire the Consultant to prepare the updates to the LRTP and HSTP, complete associated tasks, and meet the federal deadlines, and the consultant wishes to provide such professional services in exchange for the payments described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. THE SERVICES. Consultant shall perform the services, through its own efforts or through the use of its subconsultants, as follows (collectively, the "Services") and as more particularly described in the Scope of Work ("SOW") annexed as Exhibit A:

1.1. Task One: Project Management. Consultant shall provide those Project Management Services as described more fully in the SOW.

1.2. Task Two: Public Participation. Consultant shall provide those Public Participation services as described more fully in the SOW.

1.3. Task Three: Integration of Previous and Current Planning Efforts. Consultant shall provide that Integration of Previous and Current Planning Efforts Services as described more fully in the SOW.

1.4. Task Four-A: Goals and Objectives. Consultant shall provide those Goals and Objectives Services as described more fully in the SOW.

1.5. Task Four-B: Develop Socio-Economic Data and Data Collection/ Analysis. Consultant shall provide Socio-Economic data collection and analysis Services as described more fully in the SOW.

1.6. Task Five: Transportation System. Consultant shall provide those Transportation System Services as described more fully in the SOW.

1.7. Task Six: Human Services Transportation Planning. Consultant shall provide those Human Services Transportation Planning Services as described more fully in the SOW.

1.8. Task Six-A: Needs Assessment and Gap Analysis. Consultant shall provide those Needs Assessment and Gap Analysis as described more fully in the SOW.

1.9. Task Six-B: Project Evaluation and List. Consultant shall provide those Project Evaluation and List as described more fully in the SOW.

1.10. Task Six-C: Plan Preparation and Presentation. Consultant shall provide those Plan Preparation and Presentation Services as described more fully in the SOW.

1.11. Task Seven: Performance-Based Planning and Programming of Projects. Consultant shall provide those Performance-Based Planning and Programming of Projects as described more fully in the SOW.

1.12. Task Eight: Documentation. Consultant shall provide those Documentation Services as described more fully in the SOW.

1.13. Add-on Tasks: In the event that the Parties wish for the Consultant to perform

the Add-on Tasks listed in items 1.13.1 through 1.13.4, and as fully described in "Add-on Tasks" Exhibit D, they will be completed under a separate agreement.

1.13.1 Add-on Task A: Transportation Atlas. Consultant shall provide those services to provide an updated HOCTC Transportation Atlas as described more fully in "Add-on Tasks" annexed as Exhibit D.

1.13.2 Add-on Task B: Freight Network Modeling Analysis. Consultant shall provide those services to provide Freight Network Modeling Analysis as described more fully in "Add-on Tasks" Exhibit D.

1.13.3 Add-on Task C: LRTP Scenario Network Planning. Consultant shall provide those services to provide LRTP Scenario Network Planning as described more fully in "Add-on Tasks" Exhibit D.

1.13.4 Add-on Task D: LRTP Implementation. Consultant shall provide those services to provide LRTP Implementation as described more fully in "Add-on Tasks" Exhibit D.

1.14. Additional services: In the event that the Parties wish for a Consultant to perform additional services not described herein, such additional work shall be set forth in an additional statement of work, under a separate agreement.

2. COMPLIANCE WITH LAWS REGULATIONS

2.1. In performing the Services, Consultant shall understand and comply with the following, as amended or superseded.

2.1.1 The Infrastructure Investment and Jobs Act (IIJA), aka the Bipartisan Infrastructure Law (BIL) and accompanying regulations and guidance.

2.1.2 The Fixing America's Surface Transportation Act and accompanying regulations and guidance.

2.1.3 23 United States Code Section 134.

2.1.4 23 Code of Federal Regulations 450.

2.1.5 All other applicable laws, regulations, and administrative guidance.

3. DELIVERABLES.

3.1. Form of Deliverables. Consultant will be required to provide deliverables created pursuant to this Agreement (each, a "Deliverable" and collectively, the "Deliverables") as follows:

3.1.1 Digital formats of any reports or graphics (Microsoft platform or Adobe Suite format).

3.1.2 Any data, data sets, analysis reports, inventories, and similar type materials in Microsoft format-based format.

3.1.3 All mapping developed will be in ESRI/ArcGIS format and provided to the County and the HOCTC at the conclusion of the project.

3.1.4 One (1) digital copy of the draft LRTP update, in Adobe or MS Word format suitable for staff review.

3.1.5 One (1) digital copies of the final draft LRTP update, in Adobe or MS Word format suitable for partner agency review.

3.1.6 Consultant shall provide the final work product to the County and the HOCTC in the following format.

1. Graphic documents. Graphic documents shall be printed or plotted on paper and delivered to the County and the HOCTC (one reproducible copy only). When completed these documents shall be delivered to the County and the HOCTC on a USB flash drive or transferred through a file-sharing link in a digital format. Upon request and at an additional cost to the Consultant only, the Consultant will provide an additional three (3) sets of high-quality reproductions of the graphics documents at an appropriate size, to be legible in the printed format.
2. Written documents. One reproducible and unbound copy of all written documents shall be printed on paper in a manner appropriate for reproduction. This document shall be digitally stored in an appropriate computer format (Microsoft and/or Adobe) and will be provided to and become the property of the County and the HOCTC on a USB flash drive or transferred through a file- sharing link in a digital format. The digital report will be prepared in two (2) formats: 1 - converted into a read-only format (*.pdf), sized such that online consumption of the material is possible, and 2 – in an Adobe format that is editable to allow for necessary amendments by HOCTC after transfer of ownership.

3.2. Acceptance & Rejection. Any Deliverable will be considered accepted (the "Acceptance") (a) when the County provides Consultant written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided Consultant with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed herein or in a SOW, if applicable, and only via written notice setting forth the nature of such deviation. In the event of such rejection, Consultant will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the Parties will again follow the acceptance procedures set forth in this Subsection.

3.3. Ownership of Deliverables. All originals and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents or materials, including electronic data files, required to be furnished by Consultant under this Agreement, including drafts, reproduction copies thereof, mapping, and graphics, shall be and remain the property of the HOCTC and the County, and the HOCTC shall have the right to publish, transfer,

sell, license, and use all or any part of such reports, plans, drawings, specification, and other documents without payment of any additional royalty, charge, or other compensation to Consultant. Upon request of the HOCTC during any stage of the work, Consultant shall deliver all such materials to the HOCTC. All products developed for the purpose of this planning project (studies, graphics, etc.) and delivered to the County or the HOCTC shall become the property of the County or the HOCTC. "Deliverables" shall include any tangible property, including software media, delivered to the County or the HOCTC under this Agreement. Except for commercial, off-the-shelf-type products where the license for such products is contained in the applicable product itself, the County and the HOCTC shall have exclusive unlimited ownership rights to all Deliverables developed.

4. SCHEDULE. Consultant shall provide the final LRTP update in sufficient time for its adoption by HOCTC by December 31, 2024, it being the express understanding of the parties that time is of the essence. SOW tasks contained in Exhibit A shall be completed in final form before the end of the Term. The Parties may extend this schedule upon mutual written agreement.

5. PAYMENT.

5.1. For Consultant providing the Services, the County will pay Consultant an amount not to exceed two-hundred thousand dollars ($200,000). Payment shall be made monthly on the basis of work completed under the parameters of Exhibit A and billed in accordance with the hourly rates established in Exhibit C.

5.2. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not–to-exceed fee.

5.3. Such payments shall be made by the County after receipt of vouchers presented by Consultant on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

6. TERM. The Term of this Agreement shall commence upon the Effective Date of December 1, 2023 and shall continue for eighteen (18) months. Up to two (2) renewal terms of eighteen (18) months each will be considered upon the mutual written agreement of the Parties.

7. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one Party to this Agreement (the "Discloser") discloses to the other (the "Recipient") and includes: (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or

inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

7.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the provision of the Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Section; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

7.2. Injunction. The Recipient agrees that breach of this Section would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

7.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

7.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

7.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

7.5.1 *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

7.5.2 *Use of Trade Secret Information in Anti-Retaliation Lawsuit.* An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. HIPAA DISCLOSURES

8.1. HIPAA Assurances. In the event Consultant creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Consultant shall:

8.1.1 Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

8.1.2 Not use or further disclose the PHI, except as permitted by law;

8.1.3 Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

8.1.4 Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

8.1.5 Comply with each of the applicable requirements of 45 C.F.R. Part 162 if Consultant conducts standard transactions for or on behalf of the County;

8.1.6 Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Consultant becomes aware;

8.1.7 Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained Consultant' obligations under this paragraph and agree to the same restrictions and conditions;

8.1.8 Make available PHI in accordance with the individual's rights as required under the HIPAA regulations; Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

8.1.9 Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and

8.1.10 Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

8.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that Consultant breaches any term in this Section. Alternatively, the County may give written notice to Consultant in the event of a breach and give Consultant five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to Consultant if the County reasonably determines that Consultant has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, Consultant hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

8.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, Consultant shall either return or destroy all PHI received from the County or created or received by Consultant on behalf of the County in which Consultant maintains in any form. Consultant shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Consultant determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Consultant shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Consultant to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Consultant maintains such Protected Health Information.

8.4. No Third-Party Beneficiaries. The Parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

8.5. Amendment. Consultant and the County agree to amend this Agreement to the extent necessary to allow either Party to comply with the Privacy Standards, the

Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both Parties.

8.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

8.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

8.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Consultant. Consultant represents and warrants: (a) that all Services will be performed in a professional and workmanlike manner; and (b) that all deliverables will conform to their specifications set forth herein or the applicable SOW for a period of three (3) years following Acceptance. In the event of a breach of either warranty in this subsection, Consultant, at its own expense, will promptly re-perform the Services or repair and redeliver the deliverable in question.

9.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreementand that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

10. INDEMNIFICATION.

10.1. Consultant will defend, indemnify and hold harmless the County, its officers, agents, and employees against any "Indemnified Claim," meaning any claim, suit, or proceeding, including those of third parties, arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any deliverable; (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Consultant or of any of its agents, subconsultants, or employees; (c) Consultant' or its subconsultant's performance of the Agreement, (d) intentional or negligent acts or omissions of Consultant, its subconsultants, employees, or agents, or (e) Consultant' or its subconsultant's failure to comply with any of the provisions of this Agreement or of the law.

10.2. Consultant' obligations to defend, indemnify, and hold harmless the County and its officers, agents, and employees do not apply to the extent that an Indemnified Claim arises solely out of: (a) the County's breach of this Agreement; (b) revisions to the deliverable made without Consultant' written consent; (c) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Consultant offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (d) Consultant' design or

modification of the deliverable in compliance with specifications provided by the County; or (e) use of the deliverable in combination with hardware or software not provided by Consultant, unless (A) the Agreement or its SOW, or other documentation provided by Consultant or agreed between the Parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination).

10.3. Litigation & Additional Terms. The obligations of Consultant to indemnify, defend, and hold harmless shall include: (a) all costs and expenses, including attorneys' fees, incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of crossclaim, third-party claim, declaratory action or otherwise and (b) settlement at Consultant' expense and payment of judgments concerning the Indemnified Claim. The duty to defend as required above shall mean Consultant will reimburse Client for its reasonable defense costs based on principles of comparative fault

11. INSURANCE

11.1. Consultant 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.

11.1.1 Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. 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. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

11.1.2 Workers' Compensation and Employer's Liability: Statutory limits apply.

11.1.3 Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate.

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

11.3. Certificates of Insurance: Prior to the Effective Date, Consultant shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of Consultant' policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

12. TERMINATION.

12.1. Termination for Cause. Either Party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other Party first cures the breach.

12.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to Consultant. On the date of such termination, County will pay Consultant for those Services provided up to the date of such written termination.

13. SUBCONSULTANTS. The Parties agree that Consultant will engage those subconsultants identified in its Proposal, annexed as Exhibit C (each, a "Subconsultant") and any other subconsultants as agreed by the County and Consultant. The Subconsultants and any additional permitted subconsultants shall agree, in writing, to be bound by the terms of this Agreement as if it were Consultant under this Agreement. Consultant shall be responsible to the County for any failure by any subconsultant to comply with the terms of this Agreement.

14. INDEPENDENT CONTRACTOR

14.1. Consultant and any of its subconsultants, and all of their collective employees, agents, officers, servants, and other personnel, are independent contractors. They shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. Consultant covenants and agrees, and will require its subconsultant to covenant and agree, that it and its employees, agents, officers, servants and other personnel will conduct themselves in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. The County shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding Consultant's or its subconsultant's status as an independent contractor.

14.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of Consultant not making such payments or withholdings.

15. MISCELLANEOUS.

15.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses below, or to such others as either Party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

15.1.1 *For Consultant*:
[insert]

15.1.2 *For the County*:
Oneida County Commissioner of Planning
321 Main Street, Third Floor
Utica, NY 13501

and

Oneida County Attorney
800 Park Avenue, Tenth Floor
Utica, NY 13501

15.2. Executory Clause. This Agreement shall be deemed executory to the extent of monies appropriated and available and for the purpose of this Agreement and no liability on account thereof shall be incurred by the County or the HOCTC beyond monies actually appropriated and made available for the purpose hereof.

15.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, strikes or other labor disputes, riots or other acts of civil disorder, pandemics or other public health emergencies, embargoes, or other causes beyond the performing Party's reasonable control.

15.4. Assignment & Successors. Consultant may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Subsection, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

15.5. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

15.6. Choice of Law & Jurisdiction. This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Subsection governs all claims arising out of or related to this Agreement, including without limitation tort claims.

15.7. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.

15.8. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to those set forth in Exhibit D (Standard Clauses for New York State Contracts, Supplemental Title VI Provisions, Requirements For Federally Aided Transportation Projects; and Standard Oneida County Conditions).

15.9. Waiver. No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

15.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

15.11. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.

15.12. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement.

COUNTY OF ONEIDA

By: _____
(signature)

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

Date: _____

TRANSPO GROUP USA, INC.

By: John Duesing
(signature)

Name: John Duesing
Title: Executive Director

Date: 12/15/23

Approved

_____
Andrew Dean, Esq.
Assistant County Attorney

SCOPE OF WORK

The foundation of this scope of services is to leverage the experience and work completed by Transpo on the previous Long-Range Transportation Plan (LRTP) and to tie into the work that HOCTC's is completing with consultant teams: the Transportation Corridor - Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesee Street (NYS Route 921 C) and Safety Action Plan for Oneida and Herkimer Counties. In addition, the Human Services Transportation Plan (HSTP) will be updated, building on the work already completed by HOCTC staff.

The LRTP overlap in scope with the PEL and Safety Action Plan including:

- Data collection and assembly
- Public stakeholder outreach
- Coordination with partner agencies

Given Cambridge Systematics (CS)'s involvement on the two afore mentioned studies, they will assist with data assembly and coordination between the LRTP and these studies. As part of the PEL study, CS has been involved in a data collection program for traffic counts in the downtown Utica region in addition to assembling traffic count data from the NYSDOT Traffic Viewer. In addition, the PEL team will be coordinating with partner agencies such as NYSDOT, the City of Utica, and the Thruway Authority throughout the project.

CS is also supporting the team developing the Safety Action Plan, leveraging their experience in generating local network screenings and analysis to determine the region's safety priorities, including top locations with potential to improve safety. The Safety Action Plan team will work with HOCTC and key stakeholders to determine the most impactful risk factors on the network, traffic patterns leading to the region's most severe crashes, and the most effective strategies to address specific priority locations, as well as systemic considerations. The Safety Action Plan will identify and prioritize a clear path to implementation and improving safety through a comprehensive Safe System Approach. The Transpo team will leverage the engagement and projects/priorities in the Safety Action Plan, to the extent possible, in developing the LRTP.

In leveraging work completed by others, the Transpo team understands there is a certain amount of risk related to scheduling and completion of work. The project management plan developed by Transpo at the outset of the project, which will include frequent communication with HOCTC staff, will help HOCTC make informed decisions to management risk to ensure the LRTP is completed efficiently and timely.

The approach to all our work is performance-based and data driven such that the outcomes will be strategies and investments that move HOCTC forward in achieving transportation goals and objectives for the region.

Task 1: Project Management

Transpo's approach to all planning and engineering projects begins with comprehensive project management aimed at delivering quality work products, which will guide the development of the LRTP and update to the HSTP. We focus on best practices that streamline study delivery while adhering to industry standards and a practical design approach. We recognize that risk management is one of the most effective tools for keeping studies on track and within budget. We will proactively identify potential risks to scope, budget, and schedule and incorporate appropriate tools/processes to mitigate these risks into our project management plan.

From the project's onset, our proposed Project Manager, Stefanie Herzstein will collaborate with the HOCTC project manager to establish checkpoints and a communication protocol to ensure the work program runs smoothly. These checkpoints will also identify potential issues, data requirements, or other items as soon as possible to ensure the project's successful completion. In addition, regular check-ins and a detailed work schedule with key delivery dates will ensure project completion on time. Following the contract award, our team will collaborate with your team to refine the project schedule and identify key meetings and dates.

We propose using Microsoft Teams' interactive capabilities to collaborate with the consultant team and HOCTC staff. John will assign work tasks to all study team members using Teams' "Project Tasks" feature, including document-review tasks to HOCTC. This tool enables 360-degree tracking of assigned tasks as they become due and real-time adaptation to events.

Communication

Effective and efficient communication within the consultant team and with HOCTC and key project partners is critical to success in information conveyance, dissemination of status and upcoming work, and overall team culture and morale in delivering the study successfully. Therefore, Transpo uses a combination of regularly scheduled and as-needed meetings, virtual video conferencing, and emails to maintain high levels of communication and interaction within the team based on strong professional relationships and experience with corridor studies.

Our collaborative approach is built on open communication with government agencies. When we develop the scope of work, schedule, and budget for this study, we start with a foundation of trust and transparency. Throughout the study, regular check-ins will be held via Teams video conference with the project's Project Management team. These project management meetings will cover percentage task

completion, schedule adherence, and budget status. The overall goal is to adjust as quickly and efficiently as possible so that unanticipated issues that may arise during this corridor study, as with any significant work effort, stay within the overall study progress.

Coordination

Our approach to coordination begins with forming a Technical Advisory Committee (TAC) anticipated to comprise of HOCTC, Oneida and Herkimer Counties, HOCTC municipal members, NYSDOT Region 2, USDOT, the NYS Thruway Authority, and any others identified by HOCTC. All parties must understand the project while avoiding surprises or unmet expectations to ensure these bodies understand the work plan, when their input will be solicited, and how it will be integrated into deliverables. An initial kickoff meeting with the advisory committee will discuss the project schedule, meeting venues, communication methods, and all deliverables to establish that shared understanding. This meeting will also provide an early opportunity to identify key regional stakeholders. Throughout the project, an open line of communication will be maintained with the committee, including the delivery of the final LRTP and HSTP and a project close-out meeting.

Materials will be distributed before meetings to give committee members enough time to review and provide substantive feedback. Our team will also rely on the advisory committee's knowledge and contacts to develop the plan, reach the community, and prioritize projects. Meetings will be scheduled to coincide with previously scheduled meetings to the greatest extent possible.

Deliverables

- Project Schedule
- Kickoff Meeting
- Monthly Progress Reports
- Scheduled check-in meetings with HOCTC staff

Task 2: Public Participation

Public outreach is integrated into the metropolitan transportation planning process to ensure that Federal transportation investment will be undertaken in ways that match the needs of the affected communities. Thus, it is best conceived not as a stand-alone Task, but rather a continuing program of engagement with stakeholder communities throughout the LRTP and HSTP development process. The Transpo team understands that HOCTC has several planning efforts underway, and it is important that the public does not get fatigued such that getting important feedback and input becomes difficult. CS will leverage data and coordination efforts from the PEL and Safety Action Plan studies to inform the LRTP process. At the outset of the project, HOCTC will coordinate a meeting between the various project teams (LRTP, SS4A, PEL) to explore coordination of outreach efforts between the studies and

sync the Public Participation Plan, in order to optimize resources, and ensure coordinated outreach efforts with the public, to avoid multiple outreach events which could result in attendance fatigue, and therefore impact attendance negatively.

At the outset of the project, Transpo and Public Works Partners (PWP) will prepare a draft Public Participation Plan (PPP) specific to this project that will describe how we will capture, organize, and measure the qualitative data collected, so that community input is well-incorporated into the LRTP and HSTP. The PPP will also outline the specific types of engagement, how efforts will be coordinated with the other HOCTC transportation planning projects, and the schedule. We will ensure that all outreach is fully compliant with HOCTC's Public Participation Plan (PPP). Based on feedback from HOCTC and the coordination meeting with other projects, Transpo and PWP will prepare the final PPP.

Stakeholder Identification

We understand that effective public participation in the transportation planning process hinges on the meticulous identification and engagement of key stakeholders. Our approach begins with an assessment to identify, map, and engage relevant stakeholders, agencies, and partners within the HOCTC planning area. Leveraging our extensive experience in community engagement, we will apply a refined methodology to map out and engage all relevant parties. This process goes beyond a mere list of obvious stakeholders. We aim to identify not only those directly affected but also those who may be indirectly impacted by transportation decisions. This encompassing approach is essential to ensure that the transportation plan is comprehensive and responsive to the diverse needs and expectations of the community. Our stakeholder mapping will include, but is not limited to, the following key groups and organizations:

- Local Governments: Identifying representatives from each municipality within the HOCTC planning area to ensure that the voices of local communities are heard and considered.
- Public Transportation Providers: Engaging with providers of public transit services to integrate their insights into the planning process.
- Freight Companies: Collaborating with freight and logistics companies to address the unique transportation needs associated with the movement of goods.
- Advocacy Groups: Reaching out to representatives of pedestrian and bicyclist advocacy groups to ensure that the plan includes provisions for non-motorized transportation and safety.
- Individuals with Disabilities: Engaging with representatives and organizations focused on accessibility and mobility for individuals with disabilities.
- Community Organizations: Collaborating with community-based groups and non-profit organizations actively involved in transportation and related initiatives.

Digital Engagement

In crafting our Digital Engagement Strategy for the project, we take a comprehensive approach that covers both the choice of platforms and the specific digital strategies involved. Our goal is to ensure inclusive and comprehensive community participation, reaching a wide and diverse audience to gather valuable insights for the project.

One of the cornerstones of our strategy is the development of a user-friendly project-specific online forum. This platform will serve as a central hub for information and engagement, offering comprehensive project details and updates. We are committed to working with HOCTC to develop a platform that provides the latest project information. We will work with HOCTC on how the community can participate and provide comments, questions, and suggestions in the online platform. The online platform could be a website or an online interactive data hub. The Transpo team will participate in a meeting with HOCTC to determine the specific platform and determine the approach while working together with the HOCTC internal team to develop the platform.

The online platform also serves as the gateway to project-specific online surveys and/or the Transpo team will work with HOCTC on an alternative method for administering surveys. These surveys are carefully designed to address various aspects of the transportation planning process. By making these surveys accessible through the website, we provide a convenient and streamlined approach for community members to share their views. The data collected through these surveys will be instrumental in guiding project decision-making. To make complex project information more digestible and engaging, we also propose developing video or other graphical content, shared through the online platform, to provide visual context to the project. By sharing this multimedia content, we ensure that our audience receives consistent and engaging information through multiple channels.

Across all digital platforms, used for public engagement or public meetings, we will incorporate real-time feedback mechanisms to accommodate users who may need to submit questions or comments instantly. This approach ensures that immediate participation is possible and provides an inclusive space for community members.

Outreach Strategy

Our approach to community engagement is deeply rooted in collaboration and inclusivity, ensuring that the voice of every community member is heard and valued. We believe in actively engaging the community right from the project's inception. This collaborative approach has been integral to our work in various regions, where we have successfully designed equitable approaches that build trust, advance informed decision-making, and ultimately benefit the communities we serve.

To create a comprehensive outreach plan, we will focus on outreach methods that meet people where they are, center equity and accessibility, and foster informed decision-making. The cornerstone of this

approach will be to leverage and pair engagement with the other HOCTC's project outreach efforts. Culturally sensitive outreach materials, translation services, accessible surveys, pop-up events during natural community gatherings, and informative open houses and public meetings in both online and in-person formats will all be considered as tools for the outreach efforts. Building on our extensive experience, we will leverage insights gained from our work on the OCTC LRTP. This project showcased our ability to conduct comprehensive stakeholder engagement, ensuring that community input informs transportation strategies and objectives. Our expertise in involving the public to enhance transportation outcomes will be invaluable in our approach to the HOCTC project.

We propose HOCTC will lead/facilitate in-person engagement and the Transpo team will support with materials (e.g., "meeting in a box") and digital engagement. The approach is consistent with the previous LRTP and will allow for a streamlined approach in collaborating with the other HOCTC transportation planning projects.

Community preference surveys will play a pivotal role in gathering insights from community members. This survey will include a spectrum of questions to gauge the community's views on various transportation modes, safety, accessibility, sustainability, and specific projects. By gathering this data, we aim to ensure that the resulting LRTP will be deeply informed by the perspectives of the community it serves. These surveys will be hosted on the online forum and disseminated through stakeholder networks and social media channels. To delve deeper into specific topics or populations, we will conduct virtual focus group sessions, ensuring that these discussions align with the community's sustainability objectives.

Our team will employ a comprehensive approach to addressing underserved communities within the HOCTC planning area. This approach involves conducting an analysis that encompasses population characteristics and an initial equity impact assessment. Our team will overlay socio-demographic data with technical transportation system data, creating a holistic understanding of the community landscape. This inclusive methodology will help identify disparities, unmet needs, and potential barriers within underserved communities. The data and insights gathered will play a pivotal role in shaping the development of future transportation projects and programming. By integrating equity considerations into our transportation planning process, we aim to create a more equitable, accessible, and sustainable transportation system for all residents, ensuring that no one is left behind.

Our experience in synthesizing community feedback into actionable insights that guide the development of transportation plans has been instrumental in other transportation projects we have managed. We will leverage this experience to effectively translate public input into the vision, goals, and objectives of the LRTP, ensuring that it reflects the community's unique needs and aspirations.

In addition, we will liaise with the HOCTC Transportation Advisory Committee to get feedback on the LRTP as each stage of development including verifying goals and objectives, confirming data, and existing transportation conditions and determining projects and funding.

HSTP Outreach

Coordinated Plans are mandated to be developed with meaningful input from FTA 5310 program service recipients. We will develop a framework for working with public agencies, such as transit agencies and human service providers, government agencies, private service providers, and other groups with specialized needs, in conjunction with the outreach and planning efforts that will be completed as part of the LRTP update. We will ensure that all populations and stakeholders are represented during the development of this HSTP for it to reflect the unique character of Herkimer and Oneida Counties and the Counties' collective vision.

For the duration of the HSTP development process, the HOCTC Transit Coordinating Committee (TCC) a subcommittee of the HOCTC Transportation Planning Committee (TPC), will be utilized as the special Coordinated Plan TAC to guide the planning process and ensure that the needs of vulnerable and 5310 program populations are met. At the start of the project, our team will collaborate with HOCTC staff to identify additional key organizations to that may need to be included on the committee. Members of the committee, that are not already represented on the TCC could include County staff, NYSDOT, other public and private transportation providers, senior centers, the office of the aging, veterans' affairs groups, other disability organizations, youth organizations, medical centers, and other organizations identified by HOCTC staff. The TCC could operate as a subsidiary of the LRTP TAC. This committee will meet in person or virtually at key check-in points throughout the HSTP development process. This has proven a successful technique for regional stakeholder advisory committee meetings at various project stages, such as initial information gathering, testing needs and gaps identified through various planning processes, and reviewing options and alternatives of new and improved mobility solutions. We propose holding three TCC meetings throughout the HSTP.

In addition to the TCC, we propose three in-person passenger listening sessions to gather feedback on the mobility needs of Herkimer and Oneida County. These listening sessions may be held at local community locations such as senior centers or veteran locations, where participants can learn more about the needs and gaps that exist in various communities by hearing from those who are experiencing transportation challenges, those who provide transportation, and everyone who works with disadvantaged populations. We will work closely with HOCTC staff to gather important community feedback. We will meet the established Title VI requirements for language access or limited English proficient (LEP) individuals, as well as minority and low-income populations, as part of our engagement strategy.

We discovered that having in-depth one-on-one conversations with key agency staff provided some of the best information needed to document existing mobility challenges during our recent HSTP experience. As part of the outreach process, we propose conducting five agency interviews. These organizations may include service providers and those who work directly with those needing mobility services. Interviews with agencies may include, but are not limited to:

- Oneida County Office for Aging and Continuing Care
- Oneida County Department of Family and Community Services
- Oneida County Department of Mental Health
- Oneida County Workforce Development Program
- Oneida County Veteran's Services
- Herkimer County Office for the Aging
- Herkimer County Department of Social Services
- Herkimer County Department of Mental Health
- Herkimer County Veteran's Service Agency

These discussions will be scheduled following coordination with HOCTC staff and a review of key personnel who participated as stakeholders in the previous Plan. Proposed one-on-one conversations may occur via videoconferencing or in person as availability and scheduling allow.

The HSTP will be integrated into the online platform, which will include up-to-date information and documents for those unable to attend in person to review and comment including an explanation of the planning process and a public survey. The HSTP survey will be designed to gather additional feedback on the mobility needs and gaps in the HOCTC Region. While we anticipate that most survey responses will be submitted online, we will also provide a print-ready PDF copy for distribution to HOCTC, participating agencies/organizations, and other stakeholders and groups as needed.

The Transpo team will solicit feedback from all stakeholders and members of the public who have interacted with the study proactively. We propose that all formal comments be compiled into a Record of Feedback. This record will contain a list of all comments received, the person or organization who submitted the comment, the date the comment was received, and a draft response to the comment.

We will hold a public meeting to present the Draft HSTP and solicit feedback. Meeting advertisements will be widely distributed, and, as with all meetings, the planned activities will be designed to ensure a two-way flow of actionable information.

Deliverables

(all compliant with HOCTC' Public Participation Plan; and including reasonable efforts to include minority, vulnerable, and LEP populations):

- Draft and Final Project-specific Public Participation Plan (PPP)
- Coordination meeting with other HOCTC project teams on PPP
- Materials for the online communication platform that will be hosted by HOCTC
- Public Outreach Material
- Public Survey and summary of responses

- HSTP summary of listening sessions and agency interviews, record of feedback and draft HSTP public meeting
- Presentation materials for two open houses and four pop-up outreach events
- Formal outreach/engagement with state and local resource, land management, and environmental agencies
- LRTP summary of engagement/outreach chapter

Task 3: Integration of Previous and Current Planning Efforts

Transpo assisted HOCTC in completing the 2020-2040 LRTP, which forms the foundation for the current 2045 update. In addition, there are significant transportation planning efforts that have been completed in recent years or are underway, that are developing goals and priorities for the region's transportation system. Further, there have been major changes in the external environment that HOCTC's new LRTP will need to take account of, such as the impacts and recovery from the pandemic, 2021's Bipartisan Infrastructure Law (BIL), municipal planning initiatives (e.g., Comprehensive Plans), economic development actions, and policy developments at the NYS and federal level (e.g., USDOT's latest published Planning Emphasis Areas).

The intent of this task is therefore to integrate the various major transportation planning efforts of the region into the combined LRTP and HSTP and ensure alignment across each of the efforts.

Transpo will create a structured database of documents that are relevant to this LRTP update, from all levels of government. For instance, in our recent support for the LRTP in Orange County we identified nearly 100 relevant documents, each of which is catalogued and summarized for ease of integrating with the LRTP.

We will then prepare a "Studies/Trends/Challenges/Opportunities" presentation summarizing the status of the current and recent policy documents and proposing how they will be considered in coordinating plan goals, priorities, and outcomes during this LRTP update process.

Deliverables

- Excel database of relevant published documents from all levels of government
- Studies/Trends/Challenges/Opportunities presentation

Task 4A: Goals and Objectives

We will support HOCTC in confirming or refining the goals and objectives of the 2020-2040 LRTP consistent with the current planning efforts and the status of the planning areas. The intent will be to

provide clear direction on preferred outcomes on transportation for the region. The refining of the goals and objectives will be developed in consultation with HOCTC staff. For instance, we will provide HOCTC with specific recommended language to consider incorporating into its Goals and Objectives to reflect the mandates and guidance emerging from the Bipartisan Infrastructure Law and how it is being implemented by USDOT. It is important for HOCTC to be aware that an LRTP that is merely "compliant" is not good enough – the new LRTP's goals and objectives instead must be strong and well-aligned with USDOT's and NYS's policy contexts in order to best position the Herkimer/Oneida region for discretionary grant awards which are a major part of the infrastructure funds made available through the BIL.

The draft goals and objectives will be brought to the TAC formed as part of Task 1 for final review and input. A key element of setting Goals and Objectives will be establishing clear prioritization pursuant to guidance from the members of the TAC (who will provide the perspective of the region), so that they can meaningfully feed through into the new LRTP's updated investment and policy strategy.

Building on the Strategies /Trends/Challenges/Opportunities (see Task 2), we will identify connections and any tensions between transportation and broader strategic goals of Herkimer and Oneida Counties, expected to include, inter alia, conservation and stewardship of natural, cultural, and historic resources; preservation of agriculture, farmland, and rural character; sustainability of established communities; and support for managed growth and development in priority growth areas. Recognizing that accessibility is what ties transportation and economic development together, and that transportation is a means to this end, we will support HOCTC in developing goals, objectives, performance measures, and targets for the LRTP update that will help the county identify the appropriate mix of policy changes, operational strategies to make the existing system function better, and new investments to provide better transportation connectivity and access throughout the county.

The Transpo team is at the forefront of efforts by MPOs to achieve successful and uncontested compliance with contemporary regulations, such as incorporating Performance-Based planning practices, targets for transit safety and transit asset management, incorporating the System Performance Report into the new LRTP, enhancing Resilience and Tourism, and explicitly incorporating intercity buses, pedestrian walkways, and bicycling facilities. Team member Cambridge Systematics is presently assisting the NYS Association of MPOs in implementing the BIL's performance management provisions, thus is uniquely qualified to ensure these new regulations are seamlessly incorporated into HOCTC's new LRTP.

During the drafting of the LRTP, we will liaise closely with the HOCTC Transportation Advisory Committee to identify ways HOCTC can launch new initiatives to help achieve its organizational goals. For instance, some peer MPOs in the Northeast more explicitly link Federal transportation funding with local land use policies, encouraging best practices in smart growth. Another direction that HOCTC may pursue is seeking external NYS/federal funding support for technology implementation projects. We will discuss with HOCTC what the local priorities are and what 'success' would look like. Then, after

these priorities are drafted into the new LRTP, HOCTS would incorporate them in future UPWP programs to begin advancing them.

Deliverables

- Draft and Final revised Goals and Objectives LRTP Chapter

Task 4B: Develop Socio-Economic Data and Data Collection/ Analysis

Transpo Group recommends to HOCTC that Task 4 as outlined in the RFP be broken up into Task 4A (Goals and Objectives) described above, separate from the proposed Task 4B to compile/develop/analyze socio-economic data for the region. This is an important sub-task that is necessary for successful LRTP completion. We envision substantial resource efficiencies with Transpo's recent contributions to HOCTC's planning efforts as well as CS's work on the current PEL and Safety Action Plan studies. For instance, safety data already being gathered and evaluated by CS can be used to inform the LRTP. Task 4B will involve applying a combination of local knowledge and quantitative expertise.

We will prepare demographic forecasts that are 'native' at the TAZ level, updating the analysis that was last performed in 2019 and ensuring that forecasts are consistent across HOCTC's multiple ongoing transportation planning efforts and specifically considering the Exit 31 PEL Study where forecasts in the project study area may be higher than the region. Based on coordination with HOCTC and the timing of work in the other transportation planning studies, we can either provide forecast to the Exit 31 PEL study team or incorporate forecasts from that study into the LRTP. In any forecasts developed as part of this LRTP, we will acknowledge, and ensure consistency where it is in the best interests of HOCTC, with regional and statewide projections and plans such as the NYS Energy Plan, NYSDOT Freight Plan, NYSDOT Highway Safety Plan, and the Mohawk Valley's Regional Economic Development Council's strategic planning documents.

Transpo Group will prepare the LRTP chapter for review by the TAC that summarizes the socio-economic analysis of current and future trends, and the outlook for Oneida and Herkimer counties.

Deliverables

- Approved socioeconomic data forecasts
- LRTP chapter summarizing socio-economic analysis of current and future trends and outlooks for Oneida and Herkimer counties

Task 5: Transportation System

This task is the main stage of assessing how well the transportation system serves Herkimer and Oneida counties, both today and in the future. In reviewing HOCTC's current adopted LRTP as well as understanding the new data resources that have become available since 2019, we see this as an area to focus on for enhancement.

The overall objective of this task is to provide a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) that draws on the various data sources, distills the data into actionable information, and therefore provides the evidence base for HOCTC to establish investment priorities for the region's transportation system.

As part of this task, the Transpo team will perform at a minimum the following analyses to establish existing conditions:

- Freight flows, bottlenecks, and evaluation of truck parking locations
- Pavement and bridge condition analysis (based on available data)
- Identification of road safety hotspots focusing on both risks to vehicle drivers/passengers and vulnerable road users (cyclists/pedestrians), as well any patterns in transit safety. This analysis will be done in coordination with the Safety Action Plan project, to avoid duplicating analyses. Analysis will include special populations/vehicle types, e.g., horse-and-buggy collisions. (SS4A and State data)
- Transit ridership patterns and trends, recognizing that there are multiple transit operators in the HOCTC region (build off data available including the HOCTC's Systemwide Analysis for Transit Based Transportation Connections Study)
- Origin-Destination, time-of-day, and demographic profiles of travelers in different parts of the region, as well as pandemic and pandemic-recovery effects – all using Big Data resources (PEL data and Replica data)
- Assessment of micromobility feasibility, by establishing whether the region has areas that exhibit demographic and mobility characteristics that could support a viable micromobility initiative (Centro, System and LRTP basis)
- Patterns of roadway congestion, including outside of traditional peak periods (e.g., peak recreational-travel periods). This evaluation will be done using the detailed version of the NPMRDS data made available to NYS MPOs through the University of Albany to the extent data is available for this region and other sources. As an example, Transpo recently used this dataset on Orange County's LRTP to demonstrate the unique congestion patterns experienced seasonally and directionally on Route 17, a corridor prioritized by NYSDOT for added capacity.

After the transportation system's existing conditions have been established and discussed/finalized with HOCTC staff and the TAC, Transpo will work with HOCTC staff to designate needs for enhancements to improve key outcomes including:

- Safety (including sensitive road uses such as school buses and other school-related travel)
- Equity
- Public health
- Emissions of greenhouse gases as well as local-scale air pollutants
- Vehicle-miles of travel
- Vehicle-hours of travel
- Modal shares of SOV, HOV, transit, walking, and cycling

Transpo will then work with HOCTC staff and the TAC to identify the transportation system needs. The identification of needs will serve as a key input to the subsequent identification of investments, which can be accommodated within the fiscally constrained project listing as well as those that can only be included in the LRTP's Illustrative project listing. Transpo will incorporate best practices in resilience to extreme weather and climate change into the documentation of transportation needs, which will be aligned with NYS/federal policies as well as county-level and/or municipal resilience planning documents and other policy statements. Examples of this work include building heightened resistance to hydraulic loading when reconstructing bridge/culvert structures, high-reflectivity pavements, and bio-swales to mitigate flooding from extreme rainfall events.

Transpo recognizes the importance of data developed on initiatives such as LRTPs being professionally archived with documentation so that future efforts can draw on these databases. All data will be archived in a cloud-based location accessible to HOCTC, so that HOCTC can download the datasets onto its systems. In addition to the datasets themselves, the archive will include metadata and documentation (definitions for data fields, etc.) as well as an identified contact person for each dataset for any questions that arise in the future. The core idea is that, through this LRTP/HSTP update project, we help HOCTC to build additional dataset-generation and enhancement activities into HOCTC's routine activities, which will make future HOCTC studies more effective and cost-efficient.

Deliverables

- LRTP Chapter summarizing Transportation System Existing Conditions and Needs
- Delivery of datasets along with metadata, documentation and identified point-of-contact for each dataset

Task 6: Human Services Transportation Planning

Transportation systems connect people to opportunities. People can find work, maintain critical social connections, buy healthy food, get healthcare, and participate more meaningfully in their communities

when they have reliable, convenient, and affordable transportation. This is especially important for those who rely on public transportation, such as people with disabilities, seniors, young people, and low-income individuals. While HOCTC is required by state and federal funding to develop and maintain a Coordinated Public Transit - Human Services Transportation Plan (CPT-HSTP), each update to a Coordinated Plan allows HOCTC and its regional partners to reexamine its residents' mobility needs, identify new transportation barriers, hear from new voices within the region, and reimagine ways to expand and coordinate transportation services more effectively. This Coordinated Plan update provides an opportunity to create a better process that goes above and beyond federal requirements while improving mobility options for seniors, people with disabilities, and residents of the region.

Subtask 6a – Needs Assessment and Gap Analysis

Stakeholder participation, public feedback, Census and American Community Survey data, and a catalog of existing services will be used to demonstrate the need for human services transportation and gaps in available services. The comprehensive catalog will include, at a minimum, hours, miles, and trips for fixed route and paratransit service, serving as a baseline against which to compare identified transportation needs. This combination of user information and data provides multiple perspectives on transportation needs, resulting in a comprehensive picture of service gaps for all users, especially those with disabilities, low-income, and seniors.

Transpo will work with service providers and users to find the best method for identifying common origins and destinations. Examples of such services include assisted living facilities, low-income housing, medical services, food banks, job centers, childcare facilities, and educational facilities. These data can be complex to consistently combine, necessitating collaboration with transportation providers to determine the best way to finish this work. Transpo will also use Replica, a third-party dataset that provides nationwide travel and mobility data. These datasets can provide information about specific demographic travel patterns.

Socioeconomic data will be compiled to indicate the region's need for human services transportation. The most recent Decennial Census and American Community Survey data will show where people with disabilities, those with lower incomes, youth, senior populations, and those without access to a vehicle live. Based on this data, we will create an overall mobility need index to highlight the relative specialized mobility needs in different areas of the HOCTC region. This mobility needs index is a key input to identify service gaps.

The team will also review the previously completed CTP-HSTP to determine whether recommendations identified as part of that process have been implemented. We intend to build on the progress made in the previous Plan while considering changes in mobility needs since the previous Plan was implemented. In most locations, post-pandemic travel patterns have remained distinct from pre-2020 patterns. If

some of the strategies identified in the previous HSTP were less effective than expected, the 2023 update will provide a significant opportunity to change course.

Our process will allow us to accurately capture the needs across all modes, including single-occupancy vehicles, carpools, pedestrians, bicycles, paratransit, and buses, as well as demand currently not served by public transportation, based on data collection efforts completed for the LRTP update, additional data collected as outlined above, and public feedback gathered as part of Task 2.

Subtask 6b – Project Evaluation and List

Transpo will facilitate and support project identification and prioritization by working directly with stakeholders. This process will include a needs and gap assessment, community priorities, and stakeholder input. This process will aid in developing strategies and projects to address the mobility needs of underserved populations in Herkimer and Oneida County. The strategies and projects will build on the foundational elements of the previous HSTP. Our approach will allow the community and stakeholders to revisit critical decisions to ensure that process issues or shifting priorities are reflected in the new Plan. Previous strategies and activities will be reviewed to ensure critical community priorities are considered and represented. Transpo will work with stakeholders to identify existing and new projects for inclusion in the CPT-HSTP and gather key project details such as meeting needs, effectiveness, and relative cost. These project details enable projects to be scored and prioritized using a data-driven approach, ensuring the most effective use of limited funding.

Sub-Task 6c – Plan Preparation and Presentation

A draft and final human services transportation plan will be developed to meet the timeline specified in the RFP. Before adoption, the public will be given ample time to review and comment on the draft Plan. The Plan will be available on the project website and emailed to the advisory committee and previous outreach participants. End users will be able to use and understand the final Plan. It will illustrate Plan elements with graphics, charts, and images from outreach events. The final Plan will be a concise, attractive document that builds on the previous Plan while reflecting Herkimer and Oneida Counties' charging mobility needs. Transpo will hold an in-person public meeting to formally present the Draft Plan and receive final public comments and feedback.

Deliverables

- Summary of unmet transportation needs identified from outreach and data review to be included within the Draft and final CPT-HSTP
- Regional project evaluation criteria
- Refinement of project List with new projects based on feedback from stakeholder / public outreach and evaluation criteria
- Project list spreadsheet and inclusion within the report

- Draft and Final CPT-HSTP Plan to include items from all previous Sub-Tasks included within the report or attached as Appendices.

Task 7: Performance-Based Planning and Programming of Projects

Performance Based Planning has taken on much greater emphasis since HOCTC's previous LRTP, and USDOT's expectations have grown accordingly. Other MPOs around NYS have received Corrective Action notices from USDOT relating to project programming and financial assumptions, thus HOCTC will need to be aware of USDOT's current expectations and closely coordinate with USDOT during the development of this LRTP to ensure that this new LRTP is successful.

As noted in the RFP, we will take account of both the legislative requirements for the seven National Goals, and the Planning Emphasis Areas put forward by USDOT's national leadership.

Recognizing the fundamental requirement that the LRTP be fiscally constrained, we will begin by conducting a financial feasibility analysis and prioritize projects for implementation in the next five years (HOCTC's adopted 2023-2027 TIP), the fiscally constrained portion of the new LRTP including the post-TIP years, and the "vision" element (aka Illustrative Project Listing) of the LRTP. We will assist HOCTC in programming projects considering currently available revenue sources and sources that Herkimer and Oneida Counties can reasonably assume will be available in the lifetime of the LRTP, subject to the latest guidance from USDOT about which revenue streams meet the "reasonably anticipated" criterion. We will complement the revenue projections with capital and operating/maintenance cost estimates for projects proposed as part of packages advanced from the draft LRTP, which to the extent feasible will be based on an analysis of actual needs. For instance, we propose to perform an analysis of pavement conditions, sidewalks, and bridge structures in the HOCTC region like what we have done for Orange County, NY.

The revenue component of the financial plan will include the following:

- Annual operating/maintenance and repair budgets
- Annual safety program budgets
- Local sources of revenue from general funds
- Federal and State sources of revenue, both programmatic and discretionary and including new programs such as the Carbon Reduction Program (CRP)
- User fees (e.g., Thruway toll revenue, Centro bus fares, etc.)
- Other sources of revenue deemed reasonable by HOCTC staff, subject to discussion with NYSDOT/USDOT colleagues

We will look at historic and recent Federal, State, and local transportation funding levels and annual variation to estimate potential risks to availability or levels of these sources in the future, and to support the reasonableness of our revenue projections We will look outside Herkimer/Oneida Counties at the experiences of peer NYS regions and other areas with a similar planning and financial context, to provide further justification for the financial projections we include in the LRTP.

We will reconcile the new revenue projections with well-supported project cost estimates. Our project cost estimates will draw on existing guidance from NYSDOT and national sources, as well as recent project cost and operation/maintenance history from regions similar to the HOCTC MPA. We will escalate project costs to year-of-expenditure dollars considering that the cost environment for infrastructure projects has become much more inflationary than was the case in the previous HOCTC LRTP.

With these revenue and cost projections in hand, we will apply a straightforward, systematic project prioritization methodology that we have successfully applied in other LRTP development processes in similar planning contexts, which is fully consistent with performance-based planning requirements.

The methodology we recommend for this LRTP development process will enable HOCTC to meet its timeline for publishing the updated LRTP while setting up a conversation about project prioritization that can continue in the period leading up to the development of the next LRTP.

Our proposed prioritization process consists of the following steps:

- Select project evaluation criteria based on regional performance measures. We will select project evaluation criteria that can be evaluated today based on available data and analysis tools, or that can be objectively scored using a qualitative scoring system. We recommend that HOCTC select evaluation criteria that are mode-neutral and that are aligned with the region's transportation goals and objectives. We will work with HOCTC to select appropriate project evaluation criteria. We anticipate incorporating environmental resource assessments and equity analysis (e.g., Justice40 and similar indices) into the assessment criteria.
- Assign weights to criteria. Weighting performance measures allows project scores to reflect the relative significance of various evaluation criteria, as compared to one another, in the scoring process. The weighting system may align with the three different spatial scales of travel such as:
  - Travel within Communities.
  - Cross-County Mobility and Access
  - Regional Connectivity.

Weights can be defined to vary by the level of significance of each measure for each scale of travel. As an example, Delay Reduction is not as significant a factor in determining project benefits for Travel Within Communities, as transportation needs within this scale often focus on slower, safer, multimodal

trips. This factor is of greater significance (and therefore of greater weight) within the Regional Connectivity scale, however, as the efficient movement of people and goods is vital to the regional and state economy. The different weighting system will allow projects to be scored and ranked according to unique needs of each scale.

To obtain buy-in on the weights for goals and performance measures, we propose conducting a workshop with the LRTP TAC during the initial discussion of goals and objectives in the LRTP TAC meeting. We will conduct a formal "pairwise" stated-preference survey exercise to be completed by the LRTP TAC members to determine which performance measure categories are highest priorities, relative to the others, within each scale of travel. We will then use the statistical inferences from this information to assign draft weights to the goals and their associated performance measures, for incorporation into the project prioritization scoring process.

- Assign Each Project to a Scale of Travel. We will assign all the LRTP projects to a scale of travel, given the project's need and purpose, as well as other attributes like roadway functional classification. The scale of the project is needed to apply the appropriate performance measure weights, enabling the significance of various evaluation criteria to vary given the geographic scale of each project, and its role in addressing transportation needs of Herkimer and Oneida Counties residents, businesses, and visitors.
- Calculate a Score for each Project. We will calculate scores by first generating a value for each performance measure for each project. We will then normalize these values for each measure, for each project. For example, we will normalize each measure for each project to a 0-1 scale by dividing each score by the highest scored project within each performance measure category. This supports a relative comparison between projects within and across each goal and scale of travel:
  - Project with the largest performance impact within each category receive the highest rank.
  - Project with the least performance impact within each category receive the lowest rank.
  - All other projects ranked based on relative level of performance impact between the minimum and maximum.

For each performance criterion, we will multiply the project's normalized rank by the appropriate performance category's weight to produce a score within each category. For each project, we will calculate the sum of weighted scores across all performance criteria to provide a total project score on a 0–100-point scale.

The result of the project evaluation exercise will be a ranked list of projects, by score, within each of the three scales. We will combine projects across scales based on total point value, and sort them into one of four project ranks, based on general groupings of project scores. The project ranks (which could be called "Tier 1" through "Tier 4" or other descriptions of HOCTC's choosing) can be used to simplify presentation to the LRTP Advisory Group and other stakeholders.

For the purpose of presenting the project priorities in the Implementation Plan portion of the LRTP, we will describe packages of projects that, together, will help HOCTC achieve discrete policy goals and objectives. For example, we might describe a package of accessibility-oriented transportation strategies that have been proven to perform well in New York State, such as improvements to sidewalk connectivity, bike network improvements, maintenance of existing roadways, and continued support for local fixed route and dial-a-bus services, plus complementary paratransit, and human services transportation. We will work with system owners and operators to prioritize asset management strategies and major capital investments based on the outputs of their own management systems and decision support processes. Finally, we will convene the LRTP TAC during this task to gather input on priorities where there are more projects proposed than funding available.

Deliverables

- Establish a financial plan and program of projects that USDOT and NYSDOT concur is fiscally constrained and reflective of the goals and policies utilizing financial projections (as provided by NYSDOT and other sources), assumptions on Federal funding trends, considering conclusions developed in the LRTP Update, and noting environmental justice and other associated impacts.

Task 8: Documentation

The Transpo team will prepare chapters of the LRTP as part of each task described above, each of which will be reviewed by HOCTC staff and the project leadership team prior to incorporating the information into the full LRTP documentation.

The LRTP will address the Federal transportation planning requirements and reasonably satisfy comments made during the public involvement phase of the project. Transpo had recent success in similar efforts with the Greater Buffalo Niagara Regional Transportation Council (GBNRTC) LRTP as well as the LRTP for Orange County (NY).

After preparing the first draft of the LRTP and performing the financial analysis, the next effort of the LRTP preparation will be to prepare the final LRTP. This will necessitate engagement with stakeholders and the public to gather feedback on the new fiscally constrained LRTP. We will prepare material for and organize the Public Hearing (in the LEP identified languages), and we will record the substance of all comments received at the Hearing. The final LRTP will include as an Appendix the full written record of all comments received on the draft LRTP (along with meaningful responses drafted by the Transpo Team) and substantial work efforts that formed part of the LRTP update.

In the final LRTP, we will focus on providing HOCTC with the expertise necessary to further develop the projects identified in the LRTP and implement them (through the UPWP and TIP processes) in years to come, after the publication and adoption of the LRTP. The goal of the final approved LRTP Update is that it will be written in clear, concise, and straightforward language accessible to members of the

public. For instance, where specialized terminology cannot be avoided, we will include the terms in a Glossary section of the document.

Transpo's Creative Design team will work with HOCTC and Transpo Team technical staff to incorporate a more graphically rich final LRTP (prepared using InDesign), with a higher level of infographics, charts, and graphs than in HOCTC's previous LRTP. The objective will be to ensure that the LRTP is written at an accessible level and that messages are reinforced in multiple ways through narrative text and visualizations.

Finally, we will prepare the LRTP's Executive Summary to be a quick read that communicates the key messages of the full LRTP document and will translate it into HOCTC's LEP languages.

Deliverables

- Final draft of the LRTP Update subject to TAC comment/discussion/input
- All associated documentation of process and products in original electronic format for HOCTC records
- Final LRTP Update for presentation to Governmental Policy and Liaison Committee (GP&L)
- Executive Summary of the LRTP Update in English and up to five additional LEP languages

PROJECT SCHEDULE

The detailed project schedule will be developed in coordination with HOCTC at the outset of the project and will be driven by the overall December 2024 deadline and key meetings required for plan adoption. Key deliverable deadlines include:

- HSPT complete by June 30, 2024
- LRTP substantially complete by September 1, 2024
- LRTP Final Draft: Begin 30-day Public Comment Period- October 1, 2024
- Allow for final revisions, incorporation of public comment, final review, and edits- November 2024
- GP&L meeting for final adoption in December 2024

BUDGET

Work will be performed on a time-and-material basis with a total budget not-to-exceed $200,000. The following summarizes the fee per task.

Task	**Fee Estimate**
1: Project Management	$11,760
2: Public Participation	$30,640
3: Integration of Previous and Current Planning Efforts	$18,040
4A: Goals and Objectives	$3,420
4B: Develop Socio-Economic Data and Data Collection / Analysis	$6,250
5: Transportation System	$23,830
6: Human Services Transportation Planning	$40,990
7: Performance-Based Planning and Programming of Projects	$22,240
8: Document	$19,870
99: Reimbursables	$15,000
00: Contingency	$7,960
Total	**$200,000**

REQUEST FOR PROPOSALS

HOCTC Update for the Long-Range Transportation Plan (LRTP)

RFP # 2023-371

ORIGINALLY RELEASED: OCTOBER 6, 2023 (OC RFP # 2023-363)

RE-RELEASED: NOVEMBER 10, 2023

PROPOSAL DUE: NOVEMBER 17, 2023 at 12:00 PM EST

SUBMIT TO THE ATTENTION OF THE:

Herkimer-Oneida Counties Transportation Council
Transportation Program Manager
Boehlert Center at Union Station
321 Main Street, 3rd Floor
Utica, New York 13501

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I. Agency Overview

The Herkimer-Oneida Counties Transportation Council (HOCTC) is the designated Metropolitan Planning Organization (MPO) and the regional entity charged with planning and programming federal transportation funds for highways, transit, non-motorized transportation, and other means of moving people and goods in central New York State. The HOCTC MPO works within federal transportation requirements and with the New York State Department of Transportation to plan and guide the development of the multimodal transportation system within the Metropolitan Planning Area (MPA) which encompasses the entirety of Oneida and Herkimer Counties. Oneida and Herkimer Counties, located in the center of New York State, combine to form a small urban area surrounded by vast rural areas.

The HOCTC, as the MPO, is charged with carrying out the federally required continuing, cooperative, and comprehensive performance-based multimodal transportation planning process for Oneida and Herkimer counties. As such, HOCTC is required to maintain a Long-Range Transportation Plan (LRTP) for the twenty (20) year vision of the transportation network with periodic updates every five (5) years.

II. Purpose of the RFP

The purpose of this RFP is to invite a Consultant to develop a 2025-2045 comprehensive Long-Range Transportation Plan (LRTP) as an update to the 2020-2040 LRTP "Going Places" for the HOCTC. The LRTP is updated every five years to identify evolving transportation-related needs and priorities in the region and adapt to population shifts, policy changes, new legislation and guidance (federal and state), and other changes affecting the region. Federal regulations require the 2025-2045 LRTP to be a financially constrained transportation plan. The update must demonstrate compliance with the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58) in accordance with Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) rulings, as described in 23 CFR §450. This compliance includes but is not limited to a review of the current scoring mechanism for prioritizing investments or projects and proposing adjustments as necessary to ensure performance-based planning is incorporated, performing revenue and project cost forecasting, and creating separate ranking categories for highway, transit, bicycle, pedestrian, safety, and other transportation project improvements. The cost of the development must be covered by state, federal, local, private, and other transportation revenues that can be reasonably expected to be available from 2025 through 2045. HOCTCs expects the cost of delivering the work outlined in this RFP not to exceed $200,000.

III. Project Background and Objective

HOCTC facilitates transportation planning by engaging the public and fostering strong partnerships between the MPO and other agencies, local governments, and communities. One of HOCTC's most important responsibilities is developing and implementing its LRTP in coordination with other regional and local planning efforts, while moving toward an agreed-upon vision for transportation in the MPA.

The last current HOCTC LRTP was adopted in December 2019, for the years 2020 through 2040. That plan, entitled *Going Places* sought to develop regional transportation policies, delineate transportation needs,

integrate agency responsibilities, and integrate federal performance-based planning and programming approaches into the transportation planning process. HOCTC would like to build upon this plan by refining and furthering the concepts, policies, and approach documented in that plan with an updated 2025-2045 LRTP. The time horizon for the updated LRTP is 2045 with an interim year of 2035. HOCTC is committed to continued improvement and innovation in the delivery of the 2050 LRTP update. The update will focus on greater coordination, while fully adhering to the guiding principles of the Infrastructure Investment and Jobs Act (IIJA).

The region's population centers are oriented primarily along the east-west Mohawk River Valley corridor. The entirety of the two counties, encompassing both urban and rural areas, is the HOCTC Metropolitan Planning Area (MPA). Of the roadways in the MPA, 81% are under local ownership. The two counties are each nearly the same physical size (Oneida is 1,212 sq. mi. and Herkimer is 1,411 sq. mi.), however, Oneida County (230,274) has approximately five times the population of Herkimer County (59,937). Within the two counties, there are 45 municipalities (3 cities, 16 villages, and 26 towns) in Oneida County and 30 municipalities (1 city, 10 villages, and 19 towns) in Herkimer County.

HOCTC has completed or has in progress multiple planning efforts that may inform the development of elements of the LRTP update. Such plans include, but are not limited to:

- Completed:
    - HOCTC LRTP Going Places 2020-2040
    - HOCTC Transportation Atlas for Oneida and Herkimer Counties
    - HOCTC Environmental Justice Analysis 2021 (EJ 2021)
    - HOCTC 2021-2024 Public Transportation – Human Services Coordinated Plan
    - HOCTC 2021 Electric Vehicle Charging Station Plan
    - HOCTC System-wide Analysis for Transit Based Transportation Connections
- In-progress:
    - Transportation Corridor - Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesee Street (NYS Route 921 C)
    - Safety Action Plan for Oneida and Herkimer Counties
    - Coordinated Public Transit – Human Services Transportation Plan for Herkimer and Oneida Counties

In addition to community-based plans, the LRTP update will link to other plans and build upon other performance-based transportation plans, programs and processes and support broader state, regional plans. The update will consider plans from the Bipartisan Infrastructure Law, such as the State Human Capital and Housing Coordination Plans, and should look to develop goals and objectives beyond traditional transportation performance (such as environmental sustainability, accessibility, resiliency and equity. These Plans include discussions of future infrastructure needs, future land use designations, and transportation policy, as well as providing insight into the growing needs of the region.

As a non-TMA MPO, it becomes extremely important that transportation projects utilizing its directly suballocated funds are studied, programmed, and developed according to a schedule that would lead to prompt utilization of those funds within a predictable timeframe so that funds are not in danger of lapsing. This plan should lay out the priorities for each directly suballocated funding source for the 20-year period,

paying special attention to project priorities that are expected to lead to funding applications during the first five fiscal years after the adoption of the LRTP, and those one to three years outside the five-year window that will need to be under project development during the next five years. Projects identified in the LRTP are expected to lead to inclusion in the Transportation Improvement Program (TIP), project development, and ultimately construction.

IV. Scope of Work and Add-on Tasks

This RFP provides for the tasks necessary to assist HOCTC and local stakeholders in the development of the 2025-2045 update to HOCTC's LRTP. The LRTP will use a performance-based planning and programming methodology to provide for a system-level, data driven process to identify strategies and investments for the HOCTC region. Such a process will help to define key goals and objectives for the LRTP update and to analyze and evaluate strategies and scenarios for meeting the stated goals developed for the Plan.

The LRTP will use 2045 as the horizon year, with an interim scenario year of 2035 to document and assess the need for transportation facilities in all modes, and policy direction over the next 20 years. Importantly, it will continue the new paradigm established in the previous plan update (2045) to provide a balanced transportation system that achieves optimum mobility and supports economic growth through improvements in multiple transportation modes. HOCTC would like to strike a balance between new infrastructure needs of a growing region, right-sizing infrastructure, system efficiency, and creating livable built environments for residents.

The LRTP update process will consider a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, and economic factors reflected by the LRTP's Goals, Objectives (G&O) and Measures/Performance Measures (PM) to identify future transportation needs. The 2025-2045 LRTP update will first evaluate the existing conditions and performance of the transportation system with respect to the existing performance targets and then weigh and balance the cost of newly identified transportation investments against anticipated future funding to ensure the LRTP update investment strategy is a fiscally constrained plan for the HOCTC MPA over the next 20 years.

The LRTP update will include a needs assessment identifying strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. In keeping with the intent and requirements of IIJA, and the requirements stipulated by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the New York State Department of Transportation (NYSDOT), this plan update will be multimodal in nature. It will include public transportation, transit, pedestrians, bicyclists, highways, rail, and freight transportation. Coordination with local airport management will be used to document airport improvements that are relevant to the regional transportation network. The LRTP update will consider new and emerging technologies and services such as electrification, automation, ride-sharing, and micro-mobility. Improvements in these areas should be linked to policies and funding opportunities in IIJA. The LRTP update will also include safety and security elements to meet the Federal requirements included in 23 CFR 450.

HOCTC has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal

development. Consultants must provide a detailed approach with their submission as to how each project task is to be accomplished. If based on consultant knowledge, the consultant believes the scope of work outlined in this RFP should be changed in any way or is too ambitious, the consultant must suggest changes in the proposal [as described in the Submission Instructions section of this RFP] and describe how those changes will better meet the project objectives. For this Scope of Work, references to the utilization of or work completed by in-house staff include staff of Oneida County, Herkimer County, and the HOCTC. At minimum, the Consultant shall be expected to establish detailed analysis, recommendations, and/or deliverables for the following Scope of Work tasks.

A. Scope of Work

Task 1: Project Management

This task involves activities required to manage the project including staff, equipment, and documentation. It also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices for reimbursement. In addition, this task includes progress meetings with HOCTC. It should be assumed that progress meetings will occur at least monthly and as needed in between.

The Consultant will assign a single person to serve through the life of the contract as Consultant Project Manager (PM). The PM must be the person identified in the selected firm's proposal and may not be changed without prior written notice to HOCTC. The PM is responsible for overall project management necessary to ensure the satisfactory completion of the 2025-2045 LRTP update, on time and budget, in accordance with the scope of services. The PM will serve as the direct point of contact and will be expected to ensure the consultant team is properly managed, adequate resources are available, submittals are timely, quality control processes are utilized for maximum benefit, and invoices are paid in a timely fashion.

To facilitate the development of the LRTP update a Technical Advisory Committee (TAC) will be established. The TAC will primarily consist of members of the state and local transportation planning agencies, HOCTC members, human service agencies, and community organizations that will guide the study throughout the planning process.

Task 2: Public Participation

Public input is a key component of all HOCTC's planning efforts. The planning process shall combine face-to-face meetings with the use of digital tools to enhance stakeholder participation leading to measurable feedback that can be utilized to develop the various elements of the plan. To maximize resources this effort is expected to be coordinated with other in-progress HOCTC planning activities. The plan will include a summary documenting all public involvement activities.

Public participation will be in accordance with HOCTC's Public Participation Plan and be integrated throughout the update of the LRTP and will involve the following:

- Stakeholder/Agency: The Consultant will work with the MPO to identify key stakeholders and MPO partners that are required to be included in the transportation planning process. These stakeholders/agencies may include local governments, freight companies, transportation providers, and representatives for pedestrians, bicyclists, and the disabled. The consultant will create an engagement strategy for these entities that satisfies Federal requirements.

- Digital Engagement: In conjunction with the meetings identified, the Consultant will engage the public utilizing digital means which may include, but are not limited to design, creation of a website, virtual public meeting or open house, and interactive techniques during public meetings.
- Outreach: The consultant should propose a strategy that incorporates outreach efforts in both traditional and online media.

The update will be developed using inclusive and representative processes to pursue a comprehensive approach to advancing equity for all, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous, Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The consultant will conduct an analysis of underserved communities that includes population characteristics and an initial equity impact assessment. This will allow socio-demographic data to be overlayed with technical transportation system data and will help inform and identify future projects and programming needs.

Public engagement and stakeholder involvement should capture what is important to the public and the stakeholders with respect to achieving the national goals and planning factors, as well as inform the development of the vision, goals, and objectives within the local context.

Task 3: Integration of Previous and Current Planning Efforts

In the past ten years, HOCTC has completed numerous plans. These plans contain transportation policy, future projects, and project timing among other topics. To solidify these priorities and to carry the elements of these studies forward, HOCTC would like the consultant to incorporate the findings of these planning efforts into the LRTP. Such plans are listed in Section III of this RFP. Other documents relevant to this task may include local comprehensive plans. The consultant should work with HOCTC to incorporate elements of these plans into the LRTP update.

The foundation of the LRTP update is the 2020-2040 LRTP 'Going Places'. The outline of that document should be the framework to build upon and incorporate the current legislation, FHWA, and FTA guidance. This includes the U.S. DOT's seven key elements of a Performance-Based Plan: 1) Context Setting Information, 2) Goals and Objectives, 3) Performance Measures and Targets, 4) System Performance Report, 5) Identification of Needs, 6) Strategies, Investments, and Financial Plans, and 7) Connection to Programming.

This RFP offers a unique opportunity to update both the LRTP and Coordinated Public Transit-Human Services Transportation Plan (CPT-HSTP) in a coordinated and cooperative manner. This, combined with other in-progress studies offers HOCTCs a rare chance to coordinate plan goals, priorities, and outcomes during an update process, rather than through sequentially adopted plans or policies.

Task 5: Goals and Objectives

The 2020-2040 LRTP included goals and objectives, derived both locally and from federal guidance. These goals and objectives are currently used to not only score and rank projects during funding solicitations but also to direct HOCTC's transportation planning efforts.

HOCTCs would like to evaluate and refine these goals and objectives from the 2020-2040 LRTP to best reflect the status of the planning areas. This will help to provide clear direction on preferred regional outcomes on a variety of transportation related topics. This effort should include discussion and coordination with HOCTC staff and its regional partners to gain perspective amongst agencies and to garner feedback on issues important to local jurisdictions.

Task 4: Transportation System

The great diversity in the HOCTC planning area's density of development is reflected in its transportation system network. The 2020-2040 LRTP laid out a fresh vision for the region's transportation assets and services for the next 20 years, with a horizon year of 2040. With the update, HOCTC is ready to dive deeper and evaluate each modal component of the transportation network, with the goal of being able to identify the strengths, weaknesses, opportunities, and threats. The update should capture all of this and offer real-time and aspirational planning solutions, best practices, and methodologies to build a stronger more resilient multi-modal transportation network. The discussion and planning should focus on the system, however, each component must be addressed independently. The listing below provides the base premise for how each is included in the LRTP update.

1. Highways and bridges – to consider the efficiency of the road transport system and how it supports a better quality of life, safety, and economic development
2. Bicycle and pedestrians – to consider the current level of connectivity, local conditions, and the relationship to the regional network and how the network needs to be integrated
3. Public Transit – to consider how public transit options can improve health and health equity by reducing traffic crashes and air pollution, increasing physical activity, and improving access to medical care, healthy food, vital services, employment, and social connection
4. Micromobility – to consider the viability of micromobility in the planning area as a way to provide expanded transportation options for short-distance trips

Herkimer and Oneida County are in an attainment area for Air Quality, and therefore not subject to Congestion, Mitigation, and Air Quality Improvement Standards. Regardless, the LRTP update will consider reducing motor-vehicle-related pollution such as air pollution and greenhouse gas emissions, incorporate lower-carbon pavement and construction materials, support fiscally responsible land use and transportation efficient design that reduce greenhouse gas emissions, and include stormwater management practices and other climate resilience measures or features that improve the built and/or natural environment while enhancing resilience.

Resiliency, extreme weather, and the effects of climate change will be evaluated to understand the direct impact on the transportation system. Where feasible, countermeasures and evidence-based practices will be identified to be incorporated into future projects, with the purpose of mitigating climate change effects and the impact of extreme weather events on the transportation system.

Task 5: Human Services Transportation Planning

To be incorporated with the LRTP update is the update to the locally developed 2021-2024 Coordinated Public Transit-Human Services Transportation Plan (CPT-HSTP) to meet the unified comprehensive strategy for public transportation service delivery requirements of the Federal Transit Administration (FTA), particularly under the Enhanced Mobility for Individuals and Individuals with Disabilities (Section 5310) Program

The CPT-HSTP update will address public transit and human service transportation to enhance mobility for the region's seniors, disabled, and low-income persons while focusing on improving coordination and creating efficiencies for the transportation network and existing transit providers. Emphasis should be placed on how mobility management can play a key role in focusing human service transportation coordination efforts in the future.

The CPT-HSTP update shall be prepared with the active involvement of and consultation with public, private, and non-profit transportation providers, transportation users, and stakeholders throughout the urbanized area. The plan shall be developed and approved through a process that includes participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public that utilize these transportation services. The HOCTC planning area with the HOCTC Transportation Coordination Committee (TCC) serving as a steering committee.

Task 6: Performance-Based Planning and Programming of Projects

The development of future projects utilizing federal funding suballocated to this region is a critical element of the LRTP. This listing of project priorities serves as a basis for necessary transportation improvements needed over the life of the plan and provides the agency and its partners a roadmap in guiding funding decisions.

HOCTC will continue to work with its state and federal partners to ensure all plans, projects, and activities of the MPO are carried out in compliance with federal transportation authorizations. This is in conjunction with ensuring that the MPOs' goals and objectives are aligned with the NYSDOT, FTA, and FHWA adopted goals and objectives. The National Goals established are outlined below:

1. Safety
2. Infrastructure Condition
3. Congestion Reduction
4. System Reliability
5. Freight Movement and Economic Vitality
6. Environmental Sustainability
7. Reduced Project Delivery Delays

In keeping with the memorandum dated December 30, 2021, jointly issued by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the Consultant will propose a methodology for incorporating the following PEAs into the planning process.

1. Tackling the Climate Crisis
2. Equity and Justice40
3. Complete Streets
4. Public Involvement
5. Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination
6. Federal Land Management Agency (FLMA) Coordination
7. Planning and Environment Linkages (PEL)
8. Transportation Planning Data

The LRTP is required to be a fiscally constrained document. The consultant will work with HOCTC to develop fiscal constraint (funding that can be reasonably expected over the life of the plan that can be used to implement, maintain, and operate the transportation system) which is required to be inflated over the life of the plan. This can be based on past projects funded through the TIP and the current funding levels within IIJA.

The consultant will be required to develop future projects stemming from the needs identified by both transportation demand and maintenance needs identified by local jurisdictions utilizing a performance-based planning and programming methodology. The consultant will develop three separate project tables: 1) total project needs, 2) fiscally constrained project needs, and 3) visionary future projects (large projects outside of fiscal constraint and 2045 needs). These project tables should be organized into five-year time bins based on need. The consultant should develop a methodology to prioritize needs across modes based on environmental resource assessments and environmental justice and equity analysis and develop funding scenarios for the fiscally constrained needs table listed above.

Task 7: Document

The consultant will prepare technical memorandums that represent the information developed in each individual task as they are completed. These will be made available to HOCTC and the project leadership team for review during the development of the LRTP. These can be used in the development of the final document at the end of the planning process.

A. Plan Content

The Consultant will deliver a final plan that addresses all Federal transportation planning requirements and reasonably satisfies all comments made during the public involvement phase of the project. The plan will include a description of the public engagement and contain a summary of how the feedback was incorporated into the decision-making process.

B. Plan Recommendations

The Consultant will use the financial assessment of the anticipated costs and revenues to prepare a realistic list of projects for construction based on the anticipated funding levels. Identified projects which cannot reasonably be forecasted to have available funds by 2045 will be grouped as illustrative projects.

C. Draft Plan

The Consultant will develop a draft plan for consideration by the public, stakeholders and policy makers and revise the draft in consultation with the HOCTC and federal agency review. All outreach will be compliant with the MPO's Public Participation Plan.

D. Graphics

The document and technical memorandums should be as graphically rich as possible and shall include charts, graphs, infographics, etcetera where applicable. These graphics should be developed along with the content in the technical memorandums so that they can be reviewed by HOCTC.

E. Executive Summary

The consultant will be required to develop an executive summary. The consultant should propose how it would develop such a summary and what it will look like. The executive summary should encompass and

explain all important elements of the LRTP (as determined through conversations with HOCTC staff and the project leadership team).

F. Final Document

The culmination of the process should result in an LRTP that is coordinated, comprehensive, and continuous. It should meet federal non-TMA requirements as well as contain state and local goals, policies, and initiatives. The document should be graphically rich and be able to be both used for technical purposes and be understandable to the public.

HOCTC will require PDFs of the document and appendices that are suitable for both printing and for posting on our website. This may involve providing documents of different file sizes. Products developed during the process, such as Word or Adobe or InDesign files, spreadsheets, GIS layers, map files, etc. shall be provided to HOCTC upon adoption of the plan to ensure that we have possession of the files needed to process future amendments.

B. Add-on Tasks

These are not required to be included in the response/proposal for RFP 2023-363.

The following Add-on tasks are not to be included in the scope of work outlined previously.

HOCTC has identified the following Add-on Tasks as critical to delivering the Metropolitan Planning Program and progressing the LRTP. For the Add-on Tasks, all may be proposed or only a selected few. If a proposer chooses to offer Add-on Tasks, they must provide a statement of qualifications, scope, cost, and working time for these items.

The Add-on Task proposal must be presented separately from the proposal for RFP 2023-363. It shall be titled "Add-on Task Proposal for HOCTC".

Add-On A: Transportation Atlas

An update of the Transportation Atlas for Herkimer and Oneida Counties. The comprehensive atlas styled book will be an intuitive, user-friendly resource for the public and elected officials to utilize in obtaining a comprehensive understanding of the transportation system Herkimer and Oneida Counties. The Atlas update will be graphically rich for the purposes of 1) Illustrating the existing trends of the transportation network in Herkimer and Oneida counties, 2) Illustrating the future of the transportation network, and 3) Illustrating the goals and objectives of HOCTC.

Add-On B: Freight Network Analysis Modeling

The freight network analysis and modeling shall build upon the inventory of existing conditions and an assessment of current and future freight needs for HOCTC. The analysis will consider changes in industrial development within the HOCTC planning area, including and operations of the overall supply chain and logistics industry. The analysis and modeling process may use any combination of regional and local area travel demand models, analytical tools, visualization tools, and methodologies that useful information in progressing the LRTP and the transportation planning process for HOCTC.

Add-On C: LRTP Scenario Planning

The use of scenario planning to assist in assessing gaps or deficiencies noted through the analysis of the System Performance Report, other data sources and engagement with the public and stakeholders to

look at future states or conditions that might prompt the incorporation of alternative responses to different types (or frequency) of factors and trends such as significant weather events, a future that assumes a more significant shift in traveler behavior to non-auto modes, or a future where 30 percent of the vehicles on the road are essentially "driverless." Consideration of alternate future scenarios can result in the identification of new technology or data needs and investments, more communication and coordination across emergency response stakeholders, new multimodal strategies, and other insights that can be factored into LRTP goals and objectives.

Add-On D: LRTP Implementation

This task will support the implementation of the LRTP goals and objectives and projects. Implementation assistance will cover a variety of formats (written products, tabular analysis, data collection, visualization, engagement, spatial analysis, report development, infographics, and other similar and related formats), to support HOCTC in delivering the Federal transportation planning program. This will include maintaining compliance with all Federal statutes and regulations to deliver the requirements for a "continuous, cooperative, and comprehensive" (3-C) metropolitan multimodal transportation planning process (23 USC §134; 49 USC §5303; 23 CFR §450.300).

V. Required Contents & Submission Instructions for Proposal Package

Proposers may be firms, individuals, or teams of firms and/or individuals. Please note that materials submitted to Oneida County are subject to the Freedom of Information Law (FOIL). If a proposer provides material(s) of a confidential nature for disclosure to third parties, the proposer should indicate the specific material(s) it considers confidential. Subject to the provisions of FOIL and any other applicable laws, Oneida County may agree to maintain the confidentiality of such material(s), if requested. Oneida County assumes no responsibility for any loss or damage resulting from any determination requiring disclosure of information pursuant to FOIL.

A. Required Contents

Each proposal shall be concise and comprehensive. Proposals that do not include all required documentation, are not submitted in the required format, are submitted late, or are submitted to the incorrect address, may be deemed to be non-responsive. Non-responsive proposals shall receive no further consideration. Below is an outline of the required contents for the proposal package. This should be used as the base template for the organization of the proposal package.

1. ***Cover letter including a statement of qualifications*** explaining how the proposer is qualified to perform the work and describing: the interest the proposer has in working on the project, what uniquely sets them apart from other equally qualified proposers, naming the lead firm, and all sub-consultant firms (no more than three (3) pages).

2. ***Professional background*** information about the proposer including the legal name, legal address, state of incorporation, and type of business. If the proposer is owned by another entity or person, provide the legal name, address, state of incorporation, and type of business of the owner. All sub-consultants must be identified and include the same information. A brief description of the areas of expertise, qualifications, and experience must be provided for all participating firms and sub-consultants named (no more than two (2) pages per firm).

3. ***Project management plan*** identifying the project manager and all staff working on the project indicating roles and responsibilities. An organizational chart must be included to indicate the project management structure for all firms and individually for each firm outlining the roles and responsibilities. Brief resumes of the personnel working on the study for the lead firm as well as all sub-consultant firms are required. Ensure that the titles of the identified personnel match those on the resumes and in the cost proposal. Failure to properly identify personnel significantly reduces the credibility of the proposal.

4. ***Detailed scope of work*** that demonstrates the proposer has a clear understanding of the issues associated with this project and communicates the proposer's ability and approach to completing the required scope of work tasks outlined in this RFP. If based on the proposer's knowledge or experience, the proposer believes the scope of work should be changed in any way or is too ambitious, the proposer must suggest changes in the proposal and describe how those changes will better meet the project objectives. Any proposed changes must be identified within the scope of work and articulate the reasoning. Proposers are encouraged to incorporate out-of-the-box approaches and value-added processes, utilize new technologies, and draw from best practices to deliver a superior product.

5. ***Project schedule by task*** must be included. The HOCTC LRTP update is required to be adopted by December 31, 2024. The project working timeline may continue beyond this date.

6. ***Examples of relevant previous work*** that demonstrate the Proposer has the technical capabilities, experience, and interpersonal skills to perform the required tasks will be required. The examples should reflect the work of personnel to be assigned to this project, particularly the project manager, on studies similar in type, size, or scope. Include the name of the reference, contact person, email or telephone number, the period of the contract, description of contract work, and dollar value of work performed. Oneida County reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process. No more than six (6) examples should be provided for *all* participating firms.

7. ***Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) Programs***
   HOCTC will make every effort to comply with U.S. DOT 49 CFR Part 26, to ensure that equal opportunity to participate is afforded to all entities. The Federal Disadvantaged Business Enterprise (DBE) program promotes the use of DBEs in all types of federally assisted contracts and procurement activities and does not apply to 100% state or locally funded contracts. The Federal DBE program is a separate program and subject to different requirements than the New York State (NYS) Minority Business Enterprise (MBE) and Women-owned Business Enterprise Program (WBE). NYS M/WBE applies to projects funded by NYS. Only those M/WBE firms that are certified by the New York State through Empire State Development and the Division of Minority and Women's Development (DMWBD) qualify under this provision. To obtain a listing of certified M/WBE firms or information the New York State Contract System ("NYSCS") enables users to search for NYS M/WBE certified firms through Empire State Development and the Division of Minority and Women's Development (DMWBD) at https://ny.newnycontracts.com/

Oneida County will make every effort to comply with U.S. DOT 49 CFR Part 26, to ensure that equal opportunity to participate is afforded to all entities. The Federal Disadvantaged Business Enterprise (DBE) program promotes the use of DBEs in all types of federally assisted contracts and procurement activities and does not apply to 100% state or locally funded contracts. The Federal DBE program is a separate program and subject to different requirements than the New York State (NYS) Minority Business Enterprise (MBE) and Women-owned Business Enterprise Program (WBE).

The Oneida County M/WBE goal for Oneida County is 1.6 %. The FHWA DBE transportation project goal is 12.85%. The percentages for each goal may be cross-counted to be met, with 13.83% being the highest percentage needing to be reached cumulatively.

The Proposal shall make a good faith effort to attain the M/WBE goals for Oneida County. If the M/WBE or DBE goals are not met, the Proposer shall document the good faith efforts to utilize certified M/WBE or DBE firms to attain these goals, and why they were not.

B. Cost Proposal

The cost proposal must be in a separate sealed envelope marked 'Cost Proposal - RFP # 2023-363'. Non-compliance with this requirement shall result in the Proposal being deemed non-responsive. The cost proposal shall include:

1. All anticipated costs and expenses associated with completing the scope of work. Include indirect costs, overhead rates, fringe benefits, document production, graphics, meeting costs, technology costs, travel, and administrative services. The County will require the consultant to secure various insurance coverages and to name the County as an additional insured on such insurance policies. The cost of insurance should be considered in developing the cost proposal.
2. All assigned staff billing rates, hours assigned per task, cumulative hours per task, and specify which firm is providing the task services. This must be completed for all firms identified in a management plan.
3. Additional information is required to support the reasonableness of the submitted cost proposal.
4. All Oneida County Certifications (Appendix C-1) must be completed, signed, and provided for all firms participating in the proposal. This will be included as Attachment 1 of the Cost Proposal.
5. A sample master service agreement is included in Appendix D, and it will incorporate the requirements set forth in all other Appendices. Any exceptions to this sample agreement must be identified in writing and will be included in Attachment 2 of the Cost Proposal.

The cost proposal shall not include any cost incurred with the development and submission of the proposal. All costs incurred with the development and submission of the proposal, prior to full execution of a contract, shall be at the selected Consultant's sole expense.

C. Proposal Evaluation

HOCTC/Oneida County reserves the right to reject any or all proposals associated with this work. Dependent on the number of proposals received, HOCTC/Oneida County reserves the right to complete a technical review utilizing the criteria outlined. Based upon the review of each proposal, the highest-scoring Proposers may be invited to interview. HOCTC/Oneida County reserves the right to not conduct interviews, dependent on the proposals received and the technical reviews. Firms not selected for interviews will be notified via email within thirty (30) days of the RFP proposal deadline. HOCTC/Oneida County may conduct discussions with any Proposer, at any time during the RFP process, to determine the Proposer's qualifications for further consideration. A qualified proposer will be selected based on the following evaluation criteria:

1. Project understanding and the proposed scope of work (30 pts.)
2. Proposed project schedule, budget, and work indicated to be accomplished (30 pts.)
3. Professional Qualifications of Consultant Firm/Team (20 pts.)
4. Experience completing Long Range Transportation Plans in small urban and rural areas (20 pts.)

Proposers may be asked to provide additional written information beyond what is contained in their Proposals. Oneida County has established a Selection Committee whose role shall be to evaluate each proposal based on the evaluation criteria. The final selection of a proposal/ consultant team will be conditionally awarded by Oneida County. Final award until final approval is granted, the contract is approved by the Oneida County Board of Legislators, and the contract documents are executed by Oneida County and returned to the selected team.

D. Proposal Package

Specifications for proposal package:

1. One (1) electronic copy in Adobe PDF format (downloadable file or link to a file transfer site) of the completed proposal must be received by 12:00 pm EST on November 17, 2023.
2. File size is capped at 20 MB for email acceptance. Larger files will need to be sent through a file transfer site or delivered on a USB drive to the address in #5.
3. A transmittal form or memo must be included with the proposal and reference RFP 2023-371
4. Proposals are to be sent using the following format:

   Subject: Team name_Submission for RFP # 2023-371
   Email: transplan@ocgov.net
   File naming convention: Team name_proposal for RFP # 2023-371

5. Optional: a backup hard copy and/or USB flash drive may be mailed to:

   Oneida County Department of Planning
   Transportation Program Manager
   321 Main Street, 3rd Floor

Utica, New York 13501
Attn: RFP 2023-363

E. Timeline

Approximate RFP timeline for solicitation and award of contract.

Procedural Step	*Date*
RFP Release Date	November 10, 2023
RFP Active	7 days from release
Deadline for Questions	November 14 at 12:00 PM EST
Questions & Answers Posted	November 15 at 12:00 PM EST
Deadline for the submission of proposals	November 17 at 12:00 PM EST
Technical Reviews	November 20-21, 2023
Interviews (if applicable)	November 22, 2023
Consultant Selection/ Notification	November 29, 2023
Conditional Contract Award	December 2023
Contract Award Date	January 2023
Contract Duration	18 months
Contract Complete Date	June 2025

F. Conditional Contract Award

A Conditional Contract Award will be made according to the timeline in item E. This Conditional Contract Award will stand until such time that HOCTC/Oneida County has fully executed a contract with for the SOW within this RFP. The consultant shall not incur any chargeable costs during the time of the Conditional Contract Award. If costs are incurred, they will be the sole responsibility of the consultant and Oneida County will not provide any form of reimbursement.

G. Questions Regarding this RFP

Questions specifically relating to this RFP shall be accepted in writing only. Proposers are welcome to submit questions regarding the content in or process governing this RFP up until November 14, 2023, at 12:00 pm EST.

1. Questions shall be directed to:

   Subject: RFP # Question
   transplan@ocgov.net

   or hard copy:

   Herkimer-Oneida Counties Transportation Council
   Boehlert Center at Union Station

321 Main Street, 3rd Floor
Utica, New York 13501

2. Oral questions will not be accepted. Any perception of an oral answer to a question asked relative to this RFP will not be binding on Oneida County.

3. There will be no pre-submission meeting. All questions will be addressed in writing using the methodology outlined herein.

4. All questions and answers will be posted at the same location where the RFP is published, https://ocgov.net/departments/purchasing/rfps/.

5. All questions submitted will be answered directly to the asker.

6. To ensure all proposers have equal access and knowledge of all questions asked and answered regarding this RFP, questions received after the last question deadline of 12:00 pm EST on November 14, 2023, will not be answered.

7. To ensure fairness of process to all proposers, apart from any technology, internet, or nature-based unforeseen delays to posting, all questions will be answered in chronological order, as submitted.

H. Additional Information

1. All information and materials submitted will become the property of HOCTC/Oneida County and may be subject to disclosure pursuant to the Freedom of Information Law, subpoena, or court order. Proposers should not submit proprietary or confidential business information unless they believe such information is critical to the proposal. Such information should be identified. HOCTC/Oneida County will protect such proprietary information only to the extent that the law allows.

2. HOCTC/Oneida County shall not be liable for nor pay any costs incurred in the preparation of a Proposal in response to this request, and shall not be liable for any costs, expenses, or fees of the successful respondent accrued before the County authorizes the respondent to begin work.

3. HOCTC/Oneida County reserves the right to cancel this RFP or reject any or all proposal packages received as a result of this request, in whole or in part, without liability and without notice; to negotiate with selected Proposers, or to cancel in part or its entirety this RFP, if it is determined to be in the best interest of the HOCTC/Oneida County to do so.

4. A low-cost proposal does not necessarily guarantee the award of the RFP. All proposal evaluation criteria and required components included in this RFP will be considered.

5. The awarded Proposer shall enter into a contract with Oneida County and be subject to legal requirements established by Oneida County.

6. The Deputy Commissioner of Planning (or designee) will serve as the Project Manager and manage the contract and all other project-related tasks.

7. The awarded Proposer shall comply with the Federal Clauses and Certifications attached as Appendix A.

8. The awarded Proposer shall comply with the Standard Oneida County Conditions attached as Appendix B.

I. Standard of Conduct for this RFP

The purpose of the standards of conduct is to provide for the fair and equitable treatment of persons and companies involved with the procurement processes for professional service contracts entered into by Oneida County. This includes terms for protests and appeals and disputes. The governing policy for this RFP is the County of Oneida, Procurement Policy, which is available at https://ocgov.net/departments/purchasing/.

VI. Appendices

A. Standard Clauses For New York State Contracts
    1. Supplemental Title VI Provisions (Civil Rights Act)
B. Requirements For Federally Aided Transportation Projects
C. Standard Oneida County Conditions
D. Master Services Agreement

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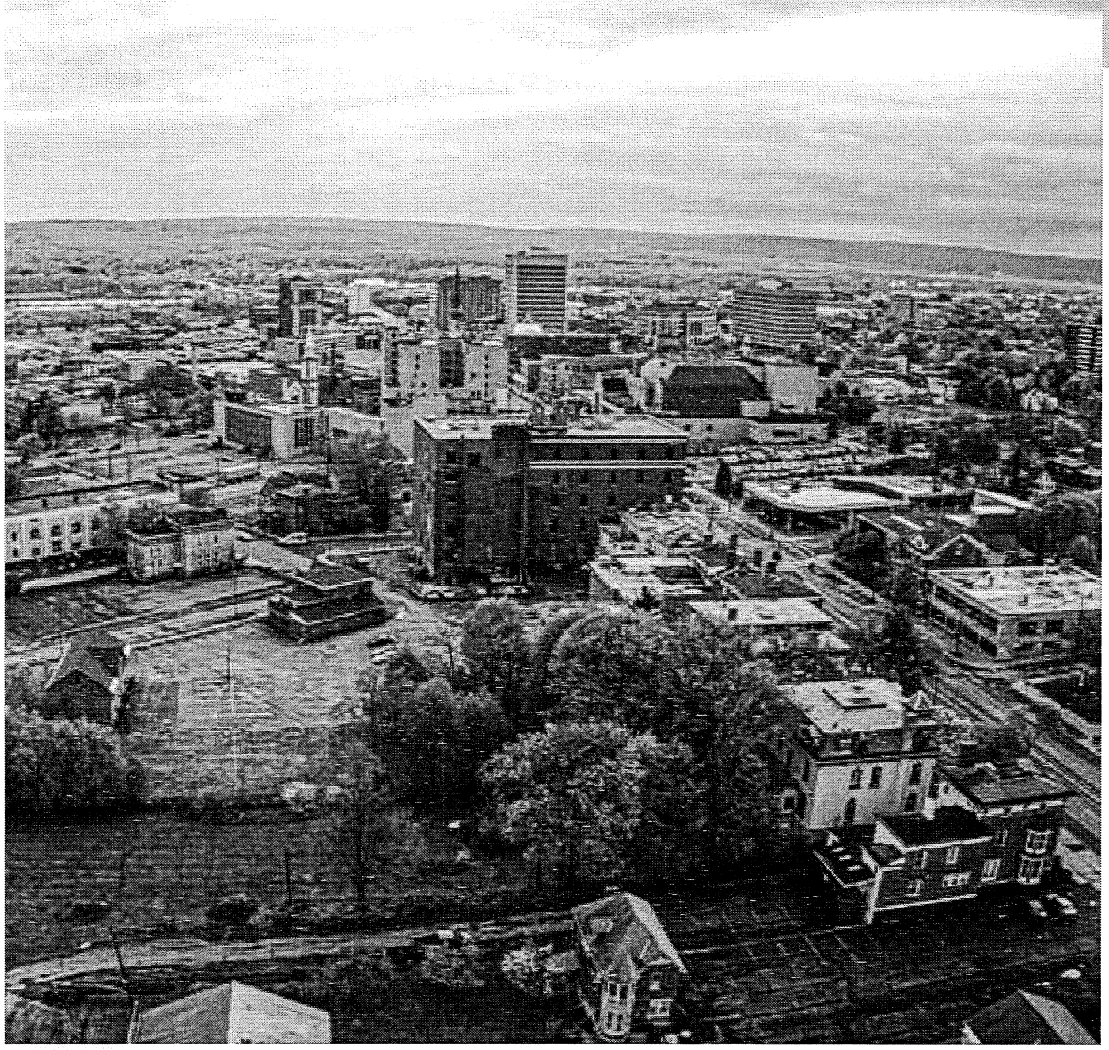
HERKIMER-ONEIDA COUNTIES TRANSPORTATION COUNCIL
COST PROPOSAL FOR RFP # 2023-363

HOCTC UPDATE FOR THE LONG RANGE TRANSPORTATION PLAN (LRTP)

COST PROPOSAL AND REQUIRED FORMS



November 3, 2023

Prepared by:

TRANSPO GROUP
118 Maple Ave, Ste 2
New City, NY 10956

845.207.0786

In association with:

CAMBRIDGE SYSTEMATICS

PUBLIC WORKS PARTNERS

TRANSPO GROUP COST

Only key staff are shown, consistent with the organization chart and resumes provided in the proposal. Other staff may work on and charge to the project based on specific expertise and efficient use of budget. Pay rates effective for 24-months from contracting.

Labor:

	Transpo									Cambridge Systematics		Public Works Partners		
	PIC	Project Manager	LRTP Task Lead	LRTP Specialist	HST Task Leader	Sr. Graphic Designer	GIS Analyst	Transp. Planner	HSTP Specialist	Data & Inno. Task Lead	Data Specialist	Outreach Specialist		
initials	J. Duesing	S. Herzstein	M. Fry	S. LeVine	C. Titze	J. Jassen	J. Den Haan	A. Crockett	H. Ganum	N. Puri	L. Bennett	M. Lee		
cost rate	$340	$265	$210	$265	$275	$255	$130	$140	$220	$326	$192	$280		
Work Task													Hours	Cost
Task 1: Project Management	6	24	16										46	$11,760
Task 2:: Public Participation		8				24						80	112	$30,640
Task 3: Integration of Previous and Current Planning Efforts		2	12	6				24		12	32		88	$18,040
Task 4A: Goals and Objectives	2	4	8										14	$3,420
Task 4B: Develop Socio-Economic Data and Data Collection / Analysis	2	2	8					24					36	$6,250
Task 5: Transportation System	2	6	32	40			24	8					112	$23,830
Task 6: Human Services Transportation Planning		4			40	6		70	80				200	$40,990
Task 7: Performance-Based Planning and Programming of Projects	4	8	24	40			24						100	$22,240
Task 8: Document	8	12	20	8		30							78	$19,870
Total Hours	**24**	**70**	**120**	**94**	**40**	**60**	**48**	**126**	**80**	**12**	**32**	**80**	**786**	
Labor Costs	**$8,160**	**$18,550**	**$25,200**	**$24,910**	**$11,000**	**$15,300**	**$6,240**	**$17,640**	**$17,600**	**$3,912**	**$6,128**	**$22,400**		**$177,040**

Reimbursable Expenses:

	Transpo	CS	PWP
Travel, Hotel, Taxi, & Air Fare	$12,000	$2,000	$1,000
Total	$15,000		

TOTAL ESTIMATE ***$192,040***

REQUIRED FORMS

transpogroup

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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 service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

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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 of the Public Officers Law.

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.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

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.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

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October 26, 2023
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John Duesing
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John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

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Transpo Group USA, Inc	John Duesing
Legal Name of Organization	Signature
October 26, 2023	John Duesing
Date	Printed Name
	Executive Director
	Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION
(SFL § 165)

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

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

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Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
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Cambridge Systematics, Inc.
Legal Name of Organization

10/17/2023
Date

Steven A. Capecci
Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

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Cambridge Systematics, Inc.
Legal Name of Organization

10/17/2023
Date

Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

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Cambridge Systematics, Inc.
Legal Name of Organization

10/17/2023
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Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

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Legal Name of Organization

10/17/2023
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Steven A. Capecci
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Chief Operating Officer
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SIGN AND RETURN WITH FULL PROPOSAL

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Cambridge Systematics, Inc.
Legal Name of Organization

10/24/2023
Date

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Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

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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.

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Public Works Partners LLC	Celeste Frye
Legal Name of Organization	Signature
10/20/2023	Celeste Frye
Date	Printed Name
	Owner & CEO
	Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

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Public Works Partners LLC
Legal Name of Organization

Celeste Frye
Signature

10/20/2023
Date

Celeste Frye
Printed Name

Owner & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
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10/20/2023
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Celeste Frye
Signature

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Printed Name

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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.

Public Works Partners LLC
Legal Name of Organization

Celeste Frye
Signature

10/20/2023
Date

Celeste Frye
Printed Name

Owner & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Public Works Partners LLC	Celeste Frye
Legal Name of Organization	Signature
10/20/2023	Celeste Frye
Date	Printed Name
	Owner & CEO
	Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION (SFL § 165)

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

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Public Works Partners LLC
Legal Name of Organization

10/20/2023
Date

Celeste Frye
Signature

Celeste Frye
Printed Name

Owner & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

TRANSPO GROUP COST

Only key staff are shown, consistent with the organization chart and resumes provided in the proposal. Other staff may work on and charge to the project based on specific expertise and efficient use of budget. Pay rates effective for 24-months from contracting.

Labor:

	Transpo									Cambridge Systematics		Public Works Partners		
	PIC	Project Manager	LRTP Task Lead	LRTP Specialist	HST Task Leader	Sr. Graphic Designer	GIS Analyst	Transp. Planner	HSTP Specialist	Data & Inno. Task Lead	Data Specialist	Outreach Specialist		
initials	J. Duesing	S. Herzstein	M. Fry	S. LeVine	C. Titze	J. Jessen	J. Den Haan	A. Crockett	H. Ganum	N. Puri	L. Bennett	M. Lee		
cost rate	$340	$265	$210	$265	$275	$255	$130	$140	$220	$326	$192	$280		
Work Task													Hours	Cost
Task 1: Project Management	6	24	16										46	$11,760
Task 2:: Public Participation		8				24						80	112	$30,640
Task 3: Integration of Previous and Current Planning Efforts		2	12	6				24		12	32		88	$18,040
Task 4A: Goals and Objectives	2	4	8										14	$3,420
Task 4B: Develop Socio-Economic Data and Data Collection / Analysis	2	2	8					24					36	$6,250
Task 5: Transportation System	2	6	32	40			24	8					112	$23,830
Task 6: Human Services Transportation Planning		4			40	6		70	80				200	$40,990
Task 7: Performance-Based Planning and Programming of Projects	4	8	24	40			24						100	$22,240
Task 8: Document	8	12	20	8		30							78	$19,870
Total Hours	**24**	**70**	**120**	**94**	**40**	**60**	**48**	**126**	**80**	**12**	**32**	**80**	**786**	
Labor Costs	**$8,160**	**$18,550**	**$25,200**	**$24,910**	**$11,000**	**$15,300**	**$6,240**	**$17,640**	**$17,600**	**$3,912**	**$6,128**	**$22,400**		**$177,040**

Reimbursable Expenses:

	Transpo	CS	PWP
Travel, Hotel, Taxi, & Air Fare	$12,000	$2,000	$1,000
Total		**$15,000**	

TOTAL ESTIMATE ***$192,040***

transpogroup

HERKIMER-ONEIDA COUNTIES TRANSPORTATION COUNCIL ADD-ON TASK PROPOSAL FOR RFP # 2023-363

ADD-ON TASK PROPOSAL FOR HOCTC

November 3, 2023

Prepared by:

TRANSPO GROUP
118 Maple Ave, Ste 2
New City, NY 10956
845.207.0786

In association with:
CAMBRIDGE SYSTEAMITCS
PUBLIC WORK PARTNERS

ADD-ON A: TRANSPORTATION ATLAS

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ADD-ON A: TRANSPORTATION ATLAS

Statement of Qualifcations

Transpo prepared the award-winning Transportation Atlas for the 2018 Long-Range Transportation Plan (LRTP). Like the previous Transportation Atlas, Jane Jessen, Transpo's Director of Marketing and Creative Services will lead preparing the Transportation Atlas. Jane has worked in marketing and graphic design for over 20 years and has been involved in public outreach, marketing, and designing projects for Transpo for over 9 years. She has worked on projects of all sizes, from large-scale reports to web content design, developing outreach materials and infographics, all of which require a knowledge of the audience and an eye for detail. She has the unique ability to write and design, using both words and graphics to help interpret complex data into visually pleasing and easy-to-understand graphics and content for public consumption.

Along with preparing the 2018 Transportation Atlas for HOCTC, Jane and the Transpo team have developed similar material to communicate transportation data and information to the public, stakeholders, and political officials for organizations such as Greater Buffalo Niagara Regional Transportation Council (GBNRTC), Whatcom Transportation Authority (WTA), Orange County Transportation Council (OCTC) and Valley Regional Transit (VRT).

Scope

Preparation of an updated HOCTC-region Transportation Atlas will occur after completion of the LRTP update. Assuming the overall graphical look and feel of the Atlas will remain similar, our Creative Services team will do a page-by-page review of the Atlas with HOCTC staff and mark-up the charts, graphics, and figures to be updated in the new Atlas, as well as identify any additional figures that will be added based on the updated LRTP. We will also design an updated cover and revamp the small design elements such as the 'Did You Know" facts and chapter quizzes that are utilized throughout the current Atlas.

Once we have agreement on the new content, we will design the final document and plan for 3 rounds of edits between our creative staff and the HOCTC team to finalize the Atlas for print, which will be completed by HOCTC.

Deliverables

- Draft updated Transportation Atlas for review – 3 rounds of edits.
- Final Transportation Atlas in hard copy format for print.
- Online or web-based format of Transportation Atlas if needed.

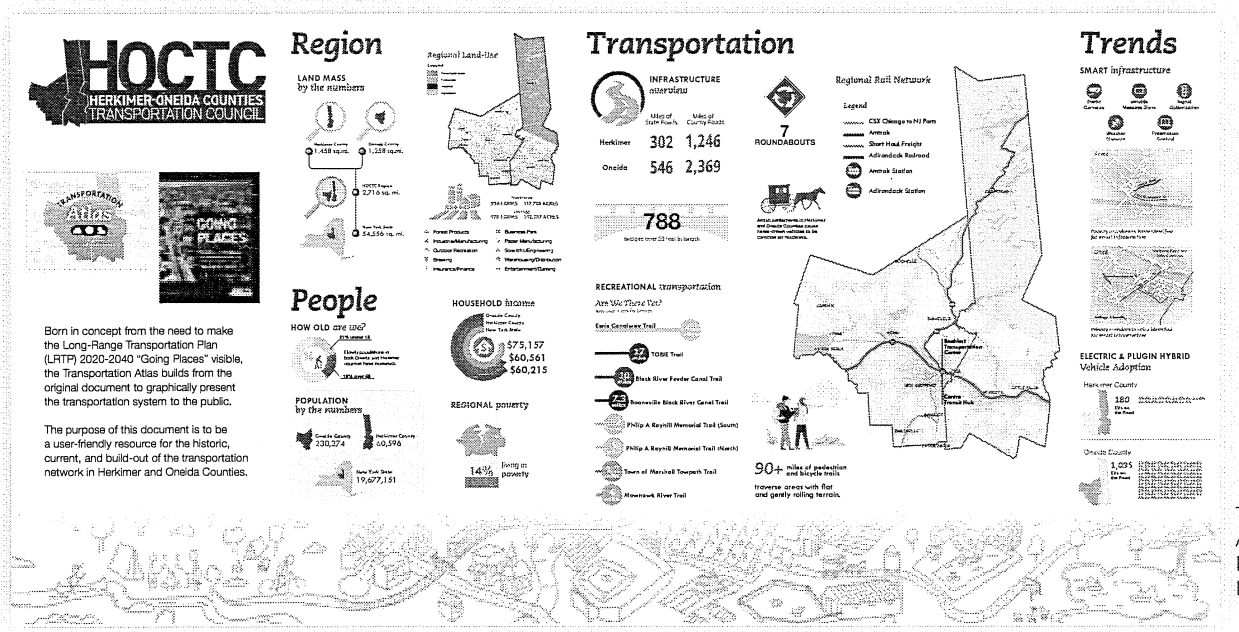
Cost estimate and working hours for this add-on task is based on the limited scopes of work presented in the RFP. We envision refining the details of the scope of work, costs and schedule in consultation with HOCTC staff for the add-on task prior to executing on the specific task order.

Cost

$39,840

Working Time

2-3 months



Transportation Atlas: A Visual Guide to the Herkimer-Oneida County Long-Range Plan

ADD-ON B: FREIGHT NETWORK ANALYSIS MODELING

transpogroup

ADD-ON B – FREIGHT NETWORK ANALYSIS MODELING

Statement of Qualifcations

Transpo and CS have a long history of freight modeling and analysis. We have prepared freight modeling and analysis for key clients such as Greater Buffalo Niagara Regional Transportation Council (GBNRTC), North Jersey Transportation Planning Authority (NJTPA), Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and Seattle Department of Transportation (SDOT). In addition, we have in-house access to local freight data, through the LOCUS Truck dataset provided by CS. We will leverage our experience on other projects and access to LOCUS data in preparing this task order for HOCTC.spo and CS have a long history of freight modeling and analysis. We have prepared freight modeling and analysis for key clients such as Greater Buffalo Niagara Regional Transportation Council (GBNRTC), North Jersey Transportation Planning Authority (NJTPA), Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and Seattle Department of Transportation (SDOT). In addition, we have in-house access to local freight data, through the LOCUS Truck dataset provided by CS. We will leverage our experience on other projects and access to LOCUS data in preparing this task order for HOCTC.

Scope

The Freight Network Analysis and Modeling task has a set of primary objectives, which revolve around evaluating and identifying needs for improving the freight network within the HOCTC planning area.

First and foremost, it involves assessing the current state of the freight network by conducting a comprehensive review of its existing condition. Additionally, it aims to analyze both current and future freight transportation needs, considering factors such as demand trends, growth projections, and evolving industry requirements.

The task also delves into the needs generated by the region's industrial development strategies, supply chain operations, and the broader logistics industry within the HOCTC planning area, identifying how these dynamics will influence the freight network today and in the future.

Furthermore, the task focuses on developing actionable recommendations to enhance the efficiency, safety, and sustainability of the freight network, ultimately promoting its growth and resilience. Finally, it plays a crucial role in supporting the Long-Range Transportation Plan (LRTP) and the overarching transportation planning process for HOCTC, ensuring that the freight network analysis aligns with the region's strategic objectives.

We will develop an analysis tool right-sized to the issues relevant to the HOCTC region that will begin with an assessment of the pros/cons of available data sources and proposed System Architecture of how to make best use of them, including:

- **Team member Cambridge Systematics' unique "LOCUS Truck" dataset:** This dataset, generated from cutting-edge location-based data sources, allows high-fidelity tracking of existing travel flows by census tract and county, with external trips (e.g. accessing the region via the NYS Thruway or NY Routes 8/12) also captured in origin-destination flows. LOCUS Truck Data can be validated and expanded through CS's algorithms and geography-specific expansion factors. CS is the data provider for LOCUS Truck data.
- **Replica Data:** High-resolution data detailing the movements of freight vehicles, encompassing information on origin-destination patterns, routes, and temporal distribution. Transpo has access to this data source.
- **Traffic Counts:** Detailed data capturing vehicle volume, classification, and speed along key freight routes, aiding in understanding current traffic dynamics.
- **NPMRDS (National Performance Management Research Data Set)**: A national-level dataset offering comprehensive insights into transportation performance, particularly freight-related statistics. This data is available to HOCTC at no cost through the AVAIL Lab at U-Albany.
- **FAF (Freight Analysis Framework):** The FAF, produced through a partnership between Bureau of Transportation Statistics (BTS) and Federal Highway Administration (FHWA), integrates data from a variety of sources to create a comprehensive picture of freight movement among states and major metropolitan areas by all modes of transportation. The current FAF provides estimates for tonnage and value by regions of origin and destination, commodity type, and mode for base year 2017 and a 30- year forecast.

- **Transearch Data:** Similar to FAF data and which contains 30-year forecasts, and focusing primarily on heavier and longer-haul truck movements; our Team's staff has worked with Transearch data in numerous regions and states around the country. This is commercial data; if HOCTC does not already have access it would need to be purchased from the vendor.

The System Architecture document will review the pros/cons of the various data sources and prospective analyses, and propose the datasets and detailed methodology to form the basis of the rest of this task. In discussions with HOCTC staff during the preparation of this document, we will establish which freight analyses are one-off needs, and which may require the development of a dashboard to allow HOCTC staff to work independently in the future to visualize freight flows and provide exports of the data and metrics as needed. *An example dashboard prepared by team member Cambridge Systematics is shown below.*

These assessments will provide the basis for the development of the network modeling/analysis tool and will consider factors such as projected population growth, economic development, and land use changes. The tool will also employ specialized analytical capabilities for route optimization, congestion analysis, and performance measurement. These analysis capabilities will allow for scenario planning, enabling the assessment of potential impacts stemming from different policy and infrastructure modifications on the freight network.

With the successful completion of this Scope of Work, the Freight Network Analysis and Modeling project will provide valuable insights and recommendations to support the transportation planning efforts for HOCTC.

Deliverables

- **Freight Network Analysis Modeling**: System Architecture memorandum
- **Comprehensive Freight Network Assessment Report**: This report will summarize the findings from the analysis, including existing conditions, future needs, challenges, and opportunities.
- **Freight Network Recommendations**: A set of actionable recommendations to enhance the efficiency, safety, and sustainability of the freight network.
- **Visualization and Communication Materials**: Visual aids and presentations to effectively communicate the analysis results to stakeholders and the public.
- **Data and Model Documentation**: Clear documentation of data sources and modeling methodologies for transparency and future reference.

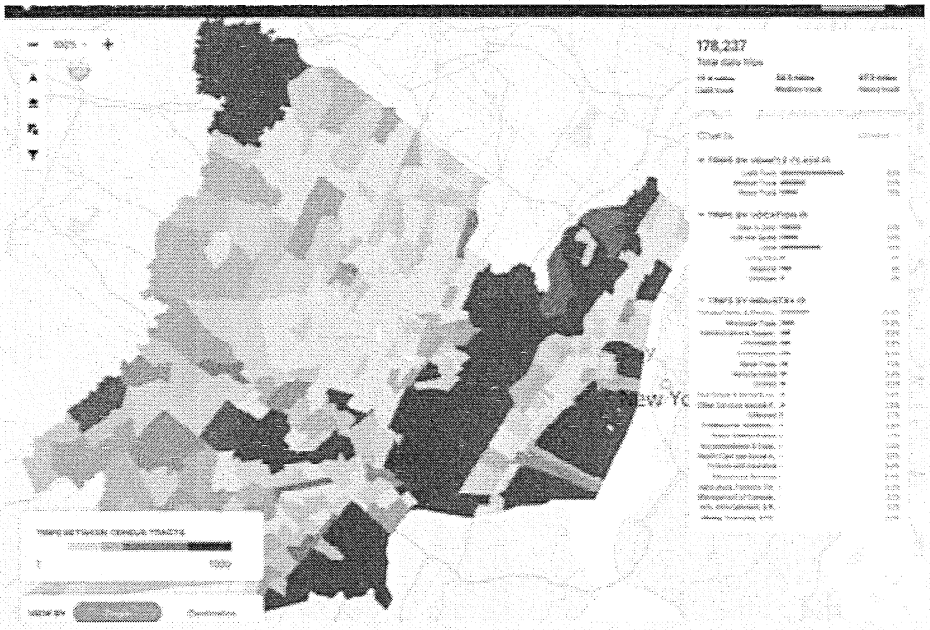
Cost estimate and working hours for this add-on task is based on the limited scopes of work presented in the RFP. We envision refining the details of the scope of work, costs and schedule in consultation with HOCTC staff for the add-on task prior to executing on the specific task order.

Cost

$65,576

Working Time

2-3 months



Example from "Locus Truck" dataset

ADD-ON C: LRTP SCENARIO PLANNING

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ADD-ON TASK C – LRTP SCENARIO PLANNING

Statement of Qualifcations

The Transpo team brings considerable experience in scenario planning with a nationally recognized staff specializing in exploratory scenario planning.

Team member Cambridge Systematics led the effort in conjunction with state transportation department chief executives from around the country in the National Cooperative Highway Research Program project, "Envisioning and Realizing the Next Era of America's Transportation Infrastructure – Phase I". Multiple key trends were considered in that effort, such as the future of the workforce, changes in travel and housing patterns, new technology, and environment.

We propose a process of developing future scenarios and testing the LRTP recommendations against them to confirm that they are robust actions that make sense across a wide array of potential futures. This will be done through the two tasks described below.

Scope

Task C1 – Scenario Planning Workshop

The first task will be to organize a scenario planning workshop with key HOCTC staff as well as other local experts (perhaps to include the LRTP's TAC member agencies) to consider and discuss key trends that will meaningfully impact future transportation itself and/or the economic/social activities that generate the demand for and transportation. Key trends will be discussed in advance with HOCTC staff, and may include:

- **Technology** – Propulsion technology, automation, remote work, and ride hailing apps are all examples of disruptive technology that have had and could continue to have impact on how people travel (or whether they travel).
- **Environment** – The magnitude of the impact of our changing climate will have wide-ranging impacts around the globe. New weather extremes could impact funding decisions around resilience, emissions reductions investments, and health-safety decisions for frontline staff.
- **Demographics** – The increasing average age of the US, especially in rural areas, is expected to impact the transportation industry especially hard. There are 70 million Baby Boomers mostly living in auto-oriented suburban areas, and as they outlive their ability to drive, alternative forms of mobility may emerge to fill this growing need. At the same time, climate impacts may impact the growth rates of the US's regions, possibly increasing the attractiveness of locations such as central New York.

These trends will be combined with critical uncertainties for the region (e.g., level of Federal funding support over the long-term; any need to retrench the transportation system by dis-investing in segments deemed non-essential, etc.) to help workshop participants think through how assumptions for the future could be undermined if these trends play out in unexpected ways. What happens if/when renewable energy technology becomes much cheaper than oil and gas? What happens if the Federal government goes into a prolonged shutdown due to political dysfunction? How will the region handle "Black Swan" events, like another pandemic outbreak?

The half-day workshop is proposed to take place at the HOCTC offices and will include key stakeholders, such as Chamber of Commerce, State DOT, municipal and county leaders, and academics, community groups, and other "big thinkers" in the region.

Deliverables

- Summary report-out from Workshop #1, along with graphics, and other takeaway materials from the workshop.

Task C2 – White Paper: Scenario Development, Analysis of Outcomes, and Recommendations

After the completion of the in-person workshop, we will compile the results into a technical memorandum that synthesizes the desk research on trends and statistics with the feedback from the workshop attendees. We will develop up to four distinct future scenarios that consider what would happen if the future unfolds along extremes along different axes of uncertainty. For example, one future scenario may consider what the region would look like if the

population grows more slowly or declines in some areas, and a second scenario would consider what the region would look like if large numbers of new residents move in.

After these scenarios are developed, the recommendations from the LRTP will be considered in the context of these various futures. For instance, a recommendation may be to invest heavily in electric buses. However, a future where hydrogen fuel cell technology advances to provide a cheaper, safe, reliable alternative fuel may show weaknesses in that strategy. HOCTC may continue with that recommendation, but establish specific signposts to monitor as time goes on to understand if it makes sense to change investment strategies (e.g., peer systems begin procuring hydrogen fuel cell buses).

We propose one follow-up virtual workshop with HOCTC staff and any partners HOCTC wishes to include (perhaps TAC members from the LRTP development process) to review the scenarios and test the LRTP recommendations in each future. The findings from that second workshop will inform the content of a White Paper provisionally entitled Scenario Development, Analysis of Outcomes, and Recommendations.

Deliverables

- Summary report-out from Workshop #2, along with graphics, and other takeaway materials from the workshop.
- White Paper: Scenario Development, Analysis of Outcomes, and Recommendations

Cost estimate and working hours for this add-on task is based on the limited scopes of work presented in the RFP. We envision refining the details of the scope of work, costs and schedule in consultation with HOCTC staff for the add-on task prior to executing on the specific task order.

Cost

$54,428

Working Time

2-3 months

ADD-ON D: LRTP IMPLEMENTATION

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ADD-ON TASK D – LRTP IMPLEMENTATION

Statement of Qualifcations

Implementation of the LRTP will have varying needs ranging from more detailed planning and analysis to additional community engagement or other items. The Transpo team provides the range of expertise and resources for implementing the LRTP as shown in the response to the primary proposal for the HOCTC Update for the LRTP. Transpo and CS are currently assisting Greater Buffalo Niagara Regional Transportation Council (GBNRTC) and have been since 2018 in implementing their LRTP through our work with on-call transportation planning services. In addition, Transpo has worked with Orange County Transportation Council (OCTC) for many years in implementing their long-range vision for transportation.

Stefanie Herzstein, our project manager, has a long history of managing on-call transportation services to assist clients in implementing LRTPs. She is currently the on-call transportation manager for GBNRTC, Whatcom Transportation Authority (WTA), Valley Regional Transit (VRT), City of Arlington, WA and City of Sumner, WA. Stefanie will work closely with HOCTC staff to identify the needs for this add-on task and determine the appropriate staff with the expertise needed to accomplish the goals and objectives.

Scope

We recognize that needs will arise during the implementation of the LRTP goals and objectives as well as the projects that emanate from the LRTP where the most effective and cost-efficient approach is for Transpo team's staff to provide on-demand support to HOCTC staff.

The RFP for this add-on task lists the following needs: written products, tabular analysis, data collection, visualization, engagement, spatial analysis, report development, infographics, and other similar and related formats. Between Transpo's staff and the resources of our partner firms Cambridge Systematics and Public Works Partners, we are able to take on all of these types of technical tasks and are able to turn around work products rapidly after receiving a request from HOCTC staff, particularly in instances where HOCTC staff indicate there is time-sensitivity. Our team has supported numerous MPOs through similar as-needed task-order contract arrangements, and has developed a tested approach centered on structured regular consultant-client communications to ensure excellent client service that advances regional transportation planning.

Given our understanding of probable on-demand needs based on our history of working on HOCTC's major initiatives, we have prepared an illustrative budget for this add-on task that would be drawn down on an agreed-based as individual task requests are received from HOCTC.

Deliverables

- Will vary dependent on individual work-requests; illustrative deliverables include: written products, tabular analysis, data collection, visualization, engagement, spatial analysis, report development, infographics, and other similar and related formats

Cost estimate and working hours for this add-on task is based on the limited scopes of work presented in the RFP. We envision refining the details of the scope of work, costs and schedule in consultation with HOCTC staff for the add-on task prior to executing on the specific task order.

Cost

$49,020

Working Time

2-3 months

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance 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.

5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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. Contractor is subject to fines of $50.00 per person per day for any violation of

Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State 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 State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State 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: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor.

Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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 Appendix A, the terms of this Appendix A 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. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business

Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.
During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Appendix A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

b) Cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix B

REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON-DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON-DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality

or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.
[2] http://www.cfda.gov/

States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Appendix C

STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination,

consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220

of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other

language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

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

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

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

December 11, 2023

FN 20 24-032

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Oneida County (Lessor) currently leases space at Union Station to the National Railroad Passenger Corporation (Lessee) for operation of Amtrak passenger train services. The term of this lease will expire on December 31, 2023.

Enclosed is a proposed Fifth Amendment to Lease that would grant Lessee a five-year term commencing on January 1, 2024 and ending on December 31, 2028. For the duration of this term Lessee would pay Lessor $79,069.37 annually. This would be a 7.3% increase over the previous rental rate. The increase was based on an aggregate of Consumer Price Index increases/decreases over the previous five-year term. The Lease Renewal would also grant Lessee an option to renew the lease for one (1) additional five (5) year term with annual rental rate increases as specified.

Please consider the enclosed agreement and if acceptable forward to the Oneida County Board of Legislators for consideration.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 12-12-23

Oneida Co. Department: Public Works

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	National Railroad Passenger Corporation 1 Massachusetts Avenue, Washington, District of Columbia, 20001
Title of Activity or Service:	Lease Renewal
Proposed Dates of Operation:	01/01/2024 – 12/31/2028
Client Population/Number to be Served:	N/A

Summary Statements
1) Narrative Description of Proposed Services:

Oneida County (Lessor) currently leases space at Union Station to the National Railroad Passenger Corporation (Lessee) for operation of Amtrak passenger train services. The current term of this lease will expire on December 31, 2023.

This Fifth Amendment to Lease would grant Lessee an additional five-year term commencing on January 1, 2024 and ending on December 31, 2028. For the duration of this term Lessee would pay Lessor $79,069.37 annually. This would be a 7.3% increase over the previous rental rate. The increase was based on an aggregate of Consumer Price Index increases/decreases over the previous five-year term. The Fifth Amendment would also grant Lessee an option to renew the lease one (1) additional five (5) year term with annual rental rate increases as specified.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding		
	Account #:	A1740
	Total Funding Requested (Revenue):	$395,346.85
	Oneida County Dept. Funding Recommendation (Revenue):	$395,346.85
Proposed Funding Sources	**Federal:**	
	New York State:	
	County (Revenue):	$395,346.85
	Other:	

Past Performance Data: N/A
O.C. Department Staff Comments: None

FIFTH AMENDMENT TO LEASE

This Fifth Amendment to the Lease dated July 24, 2002, as amended ("Lease"), is made the 1st day of January 2024 by and between the County of Oneida, a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, 13501 ("Lessor") and the National Railroad Passenger Corporation, d/b/a Amtrak, a federally chartered corporation with its headquarters at 1 Massachusetts Avenue, Washington, District of Columbia, 20001 (the "Lessee").

The Lessor and the Lessee agree to the following:

1) The Lessor grants the Lessee an additional five-year term commencing on January 1, 2024 and ending on December 31, 2028.

2) The Lessee shall pay rent to the Lessor in the amount of Seventy-Nine Thousand, Sixty-Nine dollars and Thirty-Seven cents ($79,069.37) per year. Such rent shall be payable to the Lessor in quarterly payments of Nineteen Thousand, Seven Hundred Sixty-Seven dollars and Thirty-Four cents ($19,767.34), the first of which is due January 1, 2024 with the remaining quarterly payments due on the first day of each subsequent quarterly date thereafter.

3) The Lessor grants the Lessee an option to renew the lease on the same terms contained herein for one (1) additional five (5) year term beginning on January 1, 2029, conditioned upon the approval of the Oneida County Board of Legislators. Rent for said term shall be negotiated by the parties prior to the expiration of the current lease term and shall be increased by no less than five percent (5%) and no more than fifteen percent (15%) over the previous rent; unless there are extraordinary events including but not limited to national or state directives that increase the operating costs of the Lessor.

4) All provisions of the Lease not inconsistent with the provisions contained herein remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purposes herein expressed, as of the day and year above first written.

NATIONAL RAILROAD PASSENGER CORPORATION

Louis Wolfowitz
Vice President of Real Estate & Commercial Development

Date: Nov 29, 2023

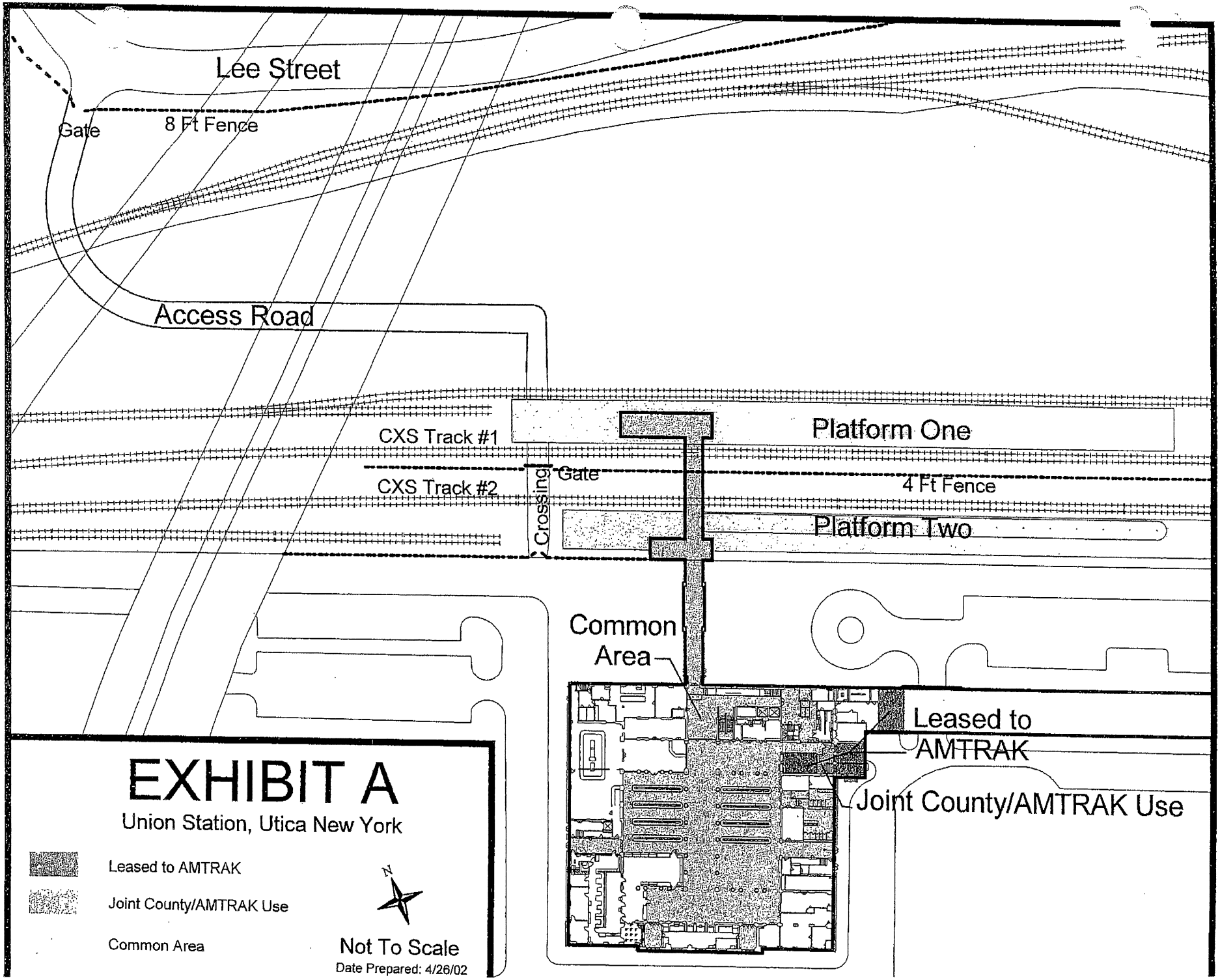
COUNTY OF ONEIDA

Anthony J. Picente Jr.
Oneida County Executive

Date: _____

Approved:

Andrew Dean, Esq
Assistant County Attorney


Lee Street
Gate
8 Ft Fence
Access Road
CXS Track #1
CXS Track #2
Crossing
Gate
4 Ft Fence
Platform One
Platform Two
Common Area
Leased to AMTRAK
Joint County/AMTRAK Use
EXHIBIT A
Union Station, Utica New York
Leased to AMTRAK
Joint County/AMTRAK Use
Common Area
N
Not To Scale
Date Prepared: 4/26/02

Union Station		ANNUAL	MONTHLY	MONTHLY	
AMTRAK	2023 Annual Rate	$73,690.00	$6,140.83	$18,422.50	7.30%
	2024				

Contract Dates	Annual Rent	Monthly Installment	Quarterly	5 year Total	Contract
Jan 1, 2019 - Dec 31, 2023	$73,690.00	$6,140.83	$18,422.50	$368,450.00	067202
Jan 1, 2024 - Dec 31, 2028	$79,069.37	$6,589.11	$19,767.34	$395,346.85	184698

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

ANTHONY J. PICENTE, JR.
County Executive

James J. Genovese II
Commissioner

December 27, 2023

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

FN 2024-032

PUBLIC WORKS

WAYS & MEANS

Re: Mohawk Valley Stormwater Coalition

Dear County Executive Picente:

There is a long-felt need to establish a stormwater coalition for the Mohawk Valley. A stormwater coalition is a group of government entities—comprised primarily of municipalities designated as Municipal Separate Storm Sewer System ("MS4") communities, which must maintain coverage under the State Pollution Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges ("General Permit")—to collaborate and cooperate with regard to stormwater management issues.

Once established, the Mohawk Valley Stormwater Coalition will work collaboratively to fulfill the requirements of the General Permit, including its six minimum control measures. These measures include public education about the impacts of polluted stormwater runoff, encouraging public participation in stormwater management, controlling and eliminating illicit discharges, enforcing erosion control at construction sites, and post-construction stormwater treatment and pollution prevention at municipal facilities. These efforts are annually reported to the Department of Environmental Conservation.

By working together, the Coalition can draw from multiple resources and utilize information to accomplish the annual stormwater goals for the Coalition as a whole and meet the needs of the communities. By participating in the Stormwater Coalition, municipal members will be better able to comply with the federal stormwater regulations and improve water quality in a cost-effective manner.

Oneida County is one of the last regions in New York State to create a stormwater coalition. The benefits to working as a stormwater coalition include savings for individual communities as they work to meet the requirements of the General Permit. Sharing educational opportunities and continued education for employees and coordinated outreach efforts with the public on the importance of water quality are just two of the steps that would benefit local communities. In addition, there are State grant funds available for stormwater coalitions to assist in comprehensive mapping of stormwater systems or for the purchase of shared equipment to meet permit requirements.

Should the request herein meet with your approval, I respectfully ask that you forward this letter to the Board of Legislators for its consideration and approval.

Sincerely,

James J. Genovese, II

RECEIVED
JAN - 2 2024

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

Anthony J. Picente, Jr.
County Executive

Date 12-27-23

Oneida Co. Department: Planning

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

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor:
Mohawk Valley Stormwater Coalition
c/o OC Planning Department
321 Main Street
Utica, NY 13501

Title of Activity or Service:
This agreement is for the creation of the Mohawk Valley Stormwater Coalition in Oneida County.

Proposed Dates of Operation:
Upon execution

Client Population/Number to be Served:
MS4 Communities in Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:**
This intermunicipal agreement will establish the Mohawk Valley Stormwater Coalition. The purpose of the coalition is to promote the exchange of information, identify and discuss issues of mutual concern, foster cooperation, propose recommendations to identify mutually beneficial solutions, seek funding sources and/or sustainable funding mechanisms to accomplish the goals of the coalition, and provide a mechanism for coordinating the implementation of regional solutions for water quality and stormwater pollution prevention.

2) **Program/Service Objectives and Outcomes:** Address local, state and federal nonpoint-source pollution issues, with the ultimate decisions and control being at the local level.

3) **Program Design and Staffing:** HOCCPP Staff

Total Funding Requested: N/A **Account #**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal $/State $/County $): Budget to be determined by members annually

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

AGREEMENT

This Agreement ("Agreement"), effective January 1, 2024 ("Effective Date"), is entered into by and among those municipalities and organizations which have executed the attached signature page(s).

WITNESSETH:

WHEREAS, the New York State Department of Environmental Conservation has designated certain municipal entities within the Utica-Rome New York Urbanized Area as Municipal Separate Storm Sewer System ("MS4") communities required to maintain coverage under the State Pollution Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges ("General Permit"); and

WHEREAS, as a condition of obtaining and maintaining coverage under the General Permit, the owners and operators of MS4s must develop and implement a stormwater management program which addresses six minimum control measures designed to protect the quality of stormwater runoff and which must also include a reduction of any pollutants of concern as specified in the New York State Section 303(d) List of Impaired/TMDL Waters; and

WHEREAS, the owners and operators of MS4s in the Mohawk Valley recognize that collaboration in these efforts is advisable because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to reduce duplication of services, take advantage of economies of scale, better coordinate regulatory requirements and enforcement actions, secure grants for regionally supported projects, improve water quality, and reduce flooding by working collaboratively to identify and analyze options for meeting the requirements of the General Permit; and

WHEREAS, the MS4 owners and operators who have adopted this Agreement support the creation of a stormwater organization entitled the Mohawk Valley Stormwater Coalition, to be administered and supported by the Herkimer Oneida Counties Comprehensive Planning Program ("HOCCPP"); and

WHEREAS, it is the intended purpose of the coalition to foster the exchange of information, identify and promote discussion of issues of mutual concern, foster cooperation, propose recommendations and make reports which identify mutually beneficial solutions, seek funding sources and/or sustainable funding mechanisms which may help to accomplish the goals of the coalition, and provide a mechanism for coordinating the implementation of regional solutions by and on behalf of the participating MS4 communities in the Mohawk Valley.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the parties hereto mutually agree as follows:

1. **FORMATION AND PURPOSE.** There is hereby formed the Mohawk Valley Stormwater Coalition ("Coalition"). The purposes of the Coalition shall be to:

a) Address local, state and federal nonpoint-source pollution issues, with the ultimate decisions and control being at the local level;

b) Identify and make available opportunities for participating municipalities to pool resources related to stormwater pollution prevention;

c) Develop agreements for sharing of equipment and facilities by participating municipalities;

d) Provide coordination of services for participating municipalities to comply with stormwater program requirements, that will avoid duplication of effort, and to save money and time;

e) Serve as a clearinghouse to provide information to participating municipalities concerning the MS4 program and stormwater management;

f) Identify issues of growing concern related to stormwater management and recommend approaches to participating municipalities that will enable them individually or jointly to investigate and address them; and

g) Identify and pursue funding mechanisms and opportunities that will enable participating municipalities to collectively accomplish the goals of the MS4 stormwater program.

2. **MEMBERSHIP AND VOTING.** Membership in the Coalition shall be restricted to MS4 communities, each of which shall be a voting member ("Voting Coalition Member"); the Herkimer Oneida Counties Comprehensive Planning Program and the Oneida County Department of Water Quality and Water Pollution Control (each a "Non-Voting Coalition Member"); and any new members admitted to the Coalition. The Voting Coalition Members and Non-Voting Coalition Members shall constitute the "Coalition Members."

a) **Admission of New Coalition Members**. The Coalition may by a majority vote of the total Voting Coalition Members admit any MS4 community as a new Voting Coalition Member and any other entity as a new Non-Voting Coalition Member. Upon admission of a new Voting Coalition Member, such new Voting Coalition Member shall execute this Agreement and upon such execution shall agree to be bound by the terms of this Agreement.

b) **Representatives.** Each Coalition Member shall designate in writing to the Chairperson of the Coalition a primary and one or more alternate representatives.

c) **Quorum and Voting.**

i. **Quorum.** The presence of a majority of the total Voting Coalition Members shall constitute a quorum for all business.

ii. **Voting.** All action shall be taken by vote of "yes" or "no." No proxies or written votes shall be allowed.

iii. **Actions Requiring Simple Majority Vote.** An affirmative vote by the majority of the total Voting Coalition Members shall be required for all actions except those for which a supermajority is required.

iv. **Actions Requiring Supermajority.** An affirmative vote by two-thirds of the total Voting Coalition Members shall be required for the suspension of membership, termination of membership, or termination of this Agreement and dissolution of the Coalition. Under no circumstance shall any action taken by the Coalition obligate or be construed to obligate any Coalition Member to undertake individual projects or activities without its consent.

3. SUSPENSION AND TERMINATION OF MEMBERSHIP.

a) Attendance by any Coalition Member at less than half of meetings within a calendar year may, upon a supermajority vote of the total Voting Coalition Members, result in suspension of membership and loss of voting privileges. Following suspension for non-attendance, the Coalition Member may request to be reinstated. Reinstatement of membership and voting privileges following suspension for insufficient attendance shall require a majority vote by the total Voting Coalition Members.

b) Coalition membership and voting privileges may be suspended by a supermajority vote of the total Voting Coalition Members for non-payment of fees within 90 days of the date of invoice. Reinstatement of membership and voting privileges shall be automatic, and not require a vote of the Coalition, upon request of the Coalition Member and payment of the fees then due.

c) If a Coalition Member whose membership has been suspended has not submitted a request for reinstatement, or paid past due fees, within 90 days of the suspension, its membership shall be terminated and this Agreement shall continue for the remaining Coalition Members. Upon such termination, the Coalition Member shall not be entitled to reimbursement for any base membership fee already paid.

4. ELECTION, TERMS, AND DUTIES OF OFFICERS

a) **Officers**. The officers of the Coalition shall be a Chairperson, Vice Chairperson, and Secretary Treasurer. The Chairperson and Vice Chairperson shall each be the chief elected official of a Voting Coalition Member, or the authorized representative of such chief elected official. The Secretary Treasurer shall be the authorized representative of HOCCPP.

b) **Elections.** Officers shall be elected by a majority vote of the total Voting Coalition Members. Officers shall be elected by the Coalition at its first meeting and thereafter

at the first meeting of the Coalition every even-numbered calendar year. Only one officer may be elected from any Coalition Member. Each officer shall serve a term of two years, or until the first meeting of the even numbered calendar year, whichever is shorter. Officers may serve consecutive terms.

c) **Duties of Chairperson.** The Chairperson shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with this Agreement, represent the Coalition in its relations with elected officials and other official bodies, groups and organizations, and carry out additional duties as may be assigned by the Coalition as necessary to advance the purposes of the Coalition.

d) **Duties of Vice Chairperson.** The Vice Chairperson shall, in the event of absence or disability of the Chairperson, perform the duties and exercise the responsibilities of the Chairperson and carry out additional duties as may be assigned by the Coalition as necessary to advance the purposes of the Coalition.

e) **Duties of Secretary Treasurer.** The Secretary Treasurer shall:

i. Prepare the minutes of the meetings of the Coalition; have custody of the minutes books; keep written records of meeting attendance; maintain the records of the Coalition; serve as the Coalition's records management officer; and prepare information regarding Coalition activities for MS4 annual reports. The Secretary Treasurer shall maintain records in a central location and respond to requests for information from any interested person or organization under standard Freedom of Information Law ("FOIL") procedures. All records of the Coalition are subject to the Freedom of Information Law.

ii. Have custody of all funds of the Coalition appropriated for its use and paid over to it, and of all other funds received by or for the account of the Coalition, except as otherwise provided by law. The Secretary Treasurer shall keep itemized records of all receipts and disbursements of the Coalition, and shall make periodic reports thereof, at the meetings of the Coalition, and shall perform such other duties as may be delegated or required by or pursuant to law.

f) **Removal of Officers**. The Coalition may at any meeting, by vote of a majority of the total Voting Coalition Members, remove from office any officer of the Coalition with or without cause.

g) **Vacancies.** In the event of a vacancy in the office of Chairperson, the Vice Chairperson shall become the successor and serve the balance of the term of the Chairperson. Vacancies occurring in the offices of Vice Chairperson or Secretary Treasurer shall be filled for the balance of the term by a majority vote of the total Voting Coalition Members as expeditiously as possible.

5. **MEETINGS.** Regular meetings of the Coalition shall be held at least five times per year. A schedule of meetings shall be adopted at the beginning of each calendar year and may be amended during the course of the year. Special meetings may also be called at the discretion of the Chairperson, or upon the request of five or more Voting Coalition Members of the Coalition. The time, date, and location of regular meetings shall be announced at least seventy-two hours in advance, and agendas for the meetings shall be released at least twenty-four hours in advance. Meetings shall be conducted in accordance with the requirements of the Open Meetings Law, and shall be open to the public, except for executive sessions, which may be called for any purpose authorize by the Open Meetings Law.

6. **ROLE OF HOCCPP**. The Coalition shall be administered by the HOCCPP. The HOCCPP shall:

a) Serve as Secretary Treasurer;

b) Assist with the research and application for grant funding and assist in the development of a sustainable funding mechanism to further the Coalition's long-term programs, compliance initiatives, and the attainment of common goals;

c) Administer, on behalf of participating municipalities, grants related to the MS4 program;

d) Lead development of requests for proposals and guide the selection process;

e) Execute subcontracts and provide contract administration and oversight;

f) Assist with local match documentation when appropriate;

g) Facilitate communication and the flow of information among all relevant entities including calling and holding meetings, preparing meeting notices and agendas, preparing meeting summaries and member updates and other written materials, assist the Coalition Chairperson in attending to official correspondence of the Coalition, and additional responsibilities that advance the objectives of the Coalition;

h) Assist in the development of annual work plans and budgets;

i) Serve as liaison to the New York State Department of Environmental Conservation;

j) Perform such additional duties as necessary to fulfill the purposes of the Coalition.

7. **CONTRACTS**. Through the HOCCPP, the Coalition shall be authorized to contract for services with other agencies, entities or organizations on behalf of all or some of its Coalition Members.

8. FEES.

a) **Base Fee**. A base membership fee shall be established and reviewed annually by the Coalition. The base membership fee shall cover operating expenses and activities required to fulfill the purposes of the Coalition, including administrative fees, education programs, and service contracts.

b) **Additional Functions**. Aside from the functions covered by the base membership fee, the Coalition may discuss and approve additional functions related to the MS4 Program and present them for approval by the Members. Members may subscribe to an additional function and receive the services provided under that function through payment of an additional fee. Such additional fees shall cover all direct and indirect costs of the additional function.

c) **Payment**. The Secretary Treasurer shall invoice base membership fees on or before January 31 of each year. Base membership fees shall be due and payable within 90 days of the date of invoice. Failure to pay Base membership fees within 180 days of invoice shall result in automatic removal, as described herein, unless such removal is stayed or waived by a majority vote of the total Voting Coalition Members.

d) **Local Match**. Fees allocated to the general operations of the Coalition may not be used as cash match dollars for federal or state grants. However, documentation of membership fees may be used as match if appropriate to the grant program and allowed by the funding entity. Coalition Members participating in the grant application will be required to provide municipal approval of the additional cost for the supplemental service that the grant will provide in advance of submitting the grant application.

e) **Fees Upon Removal of Coalition Member**. Upon removal or termination of a Coalition Member, such Coalition shall not be reimbursed for base membership fees already paid for the calendar year.

9. BUDGET AND WORK PLAN

a) **Approval of Budget and Work Plan**. The Secretary Treasurer shall develop the work plan and budget of the Coalition, based upon Coalition recommendations. The work plan and budget shall be subject to approval by majority of the total Voting Coalition Members.

b) **Content and Scope of Budget.** The fiscal year of the Coalition shall be January to December. The Secretary Treasurer shall by October 1st of the calendar year transmit a proposed budget to the Coalition ("Proposed Budget"). The Proposed Budget will show the projected cost of all Coalition activities for basic functions for the upcoming fiscal year, the projected amounts of grants that will be received, as well as other non-local income and the amount of income that will need to be contributed by Coalition Members. The Proposed Budget will separately show the cost of functions beyond the

basic activities that will be paid for by separate contract fees.

c) **Adoption of Budget**. The Coalition shall adopt the Proposed Budget, with any modifications approved by the majority of the total Voting Coalition Members, by December 1st of the Calendar year (as adopted, the "Final Budget"). Upon adoption of the Final Budget, the HOCCPP will calculate the base membership fees owed by each Member and will send a letter containing this information to the Chief Elected Official of each Coalition Member on or before December 15th.

10. **TERM OF AGREEMENT.** This Agreement will commence on January 1, 2024 and will continue in effect until amended or superseded by adoption of a new Agreement. Any Member may withdraw from this Agreement upon sixty days written notice to the Chairperson. This Agreement may be terminated, and the Coalition dissolved, upon a two-thirds vote of the total Voting Coalition Members.

11. **AGREEMENT TERMS AND CONDITIONS.**

a) **Amendments.** This Agreement may be amended only in writing duly executed by each Voting Coalition Member, and such amendment shall be attached to and become a part of this Agreement. Upon adoption of an amendment to this Agreement, any Voting Coalition Member, should it disagree with such amendment, may within 10 days terminate its membership in the Coalition, notwithstanding any provision of this Agreement to the contrary. Upon such termination of membership, this Agreement shall continue as to the remaining Coalition Members. Should the disagreeing Voting Coalition Member not so terminate its membership within 10 days, such disagreeing Voting Coalition Member shall be bound by such Amendment.

b) **Liability.**

i. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, including but not limited to obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (current permit) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

ii. Each Coalition Member shall indemnify and hold harmless the other Coalition Members, their officers, employees, agents and assigns, from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.

iii. Each Coalition Member shall indemnify and hold harmless HOCCPP and its officers, employees, agents, and assigns, from and against any and all claims, litigation, actions, regulatory actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including attorneys', investigators' and

consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by HOCCP, arising from or relating to its performance under this Agreement.

iv. Each Coalition Member, on behalf of itself and its officers, employees, and agents, fully and forever waives, discharges and releases HOCCP and its officers, employees, and agents from any and all claims the Coalition Member and its officers, employees, and agents may have or hereinafter have for any permit violation, permit loss, enforcement action, regulatory action, environmental claim, injury to the Coalition Member, injury to third parties, loss of grant, loss of funding, or any other claim, litigation, action, proceeding, loss, damage, liability, obligation, costs and expenses, of any kind whatsoever, including attorneys', investigators' and consulting fees, arising from or related to this Agreement, whether caused by an act or omission of HOCCP and whether or not caused by negligence or gross negligence of HOCCP.

c) **Governing Law and Jurisdiction.** This Agreement is established pursuant to Article 5-G of the General Municipal Law of the State of New York and shall be governed by and construed in accordance with the laws of the State of New York with regard to its conflicts of laws. Any dispute concerning this Agreement shall be litigated in a court of competent jurisdiction located in Oneida County, New York.

d) **Severability.** If any provision, paragraph, sentence, or clause of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision, paragraph, sentence or clause had not been contained herein.

e) **Counterparts**. This Agreement may be executed in Counterparts, each of which shall be deemed an original.

EXECUTION. In consideration of the foregoing, the governing bodies of each of the following have duly authorized the execution of this Agreement by the signatures below.

County of Oneida

Date

By: Anthony J. Picente, Jr.
County Executive

Address: 800 Park Avenue
Utica, New York 13501

_____ _____

City of Utica Date

By: _____

Printed Name, Title

Address: 1 Kennedy Plaza
Utica, New York 13502

_____ _____

Village of Yorkville Date

By: _____

Printed Name, Title

Address: 30 Sixth Street
Yorkville, New York 13495

Village of New York Mills Date

By: _____
Printed Name, Title

Address: 1 Maple Street
New York Mills, New York 13417

_____ _____

Village of Clinton Date

By: _____

Printed Name, Title

Address: 100 North Park Row
Clinton, New York 13323

_____ _____

Village of Oriskany Date

By: _____

Printed Name, Title

Address: 708 Oriskany Street
Oriskany, New York 13424

_____ _____

Village of New Hartford Date

By: _____

Printed Name, Title

Address: 48 Genesee Street
New Hartford, New York 13413

_____ _____

Village of Whitesboro Date

By: _____

Printed Name, Title

Address: 10 Moseley Street
Whitesboro, New York 13492

_____ _____

Village of Clayville Date

By: _____

Printed Name, Title

Address: 2505 Foundry Place
Sauquoit, NY 13456

_____ _____

Town of Deerfield Date

By: _____

Printed Name, Title

Address: 6329 Walker Road
Deerfield, NY 13502

_____ _____

Town of Marcy Date

By: _____

Printed Name, Title

Address: 8801 Paul Becker Rd
Marcy, NY 13403

_____ _____

Town of New Hartford Date

By: _____

Printed Name, Title

Address: 8635 Clinton Street
New Hartford, NY 13413

_____ _____

Town of Kirkland Date

By: _____

Printed Name, Title

Address: 3699 State Route 12B
Clinton, NY 13323

_____ _____

Town of Paris Date

By: _____

Printed Name, Title

Address: 2580 Sulphur Springs Rd
Sauquoit, NY 13456

_____ _____

Town of Whitestown Date

By: _____

Printed Name, Title

Address: 8539 Clark Mills Road
Whitesboro, NY 13492

_____ _____

Town of Schuyler Date

By: _____

Printed Name, Title

Address: 2090 State Route 5
Utica, NY 13502

_____ _____

Town of Westmoreland Date

By: _____

Printed Name, Title

Address: 100 Station Road
Westmoreland, NY 13490

_____ _____

Herkimer Oneida Counties Comprehensive Planning Program — Date

By: _____
Printed Name, Title

Address: 321 Main Street
Utica, NY 13501

_____ _____

Oneida County Department of
Water Quality and Water Pollution Control

Date

By: _____
Karl E. Schrantz, Commissioner

Address: 51 Leland Ave.
Utica, NY 13503

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

ANTHONY J. PICENTE, JR.
County Executive

James J. Genovese II
Commissioner

November 20, 2023

FN 20 24 - 033

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

PUBLIC WORKS
WAYS & MEANS

Re: Oneida County Flood Mitigation Grant

Dear County Executive Picente:

As you are aware, the County authorized funding to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses. The Town of Ava has applied for grant funding to replace undersized culverts on Flint Town Road and install a stone cross vane. The project prevents the washout of the local road and nearby homes impacted by Blue Brook and Flint Brook.

The Town of Ava is requesting $112,551.45 to complete the proposed flood mitigation project, which will be matched in the amount of $38,767.15 by in-kind labor and town funds. In order to process these funds as applied, the full Oneida County Board of Legislators needs to approve the recommended application and agreement.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to enter into agreement with the Town of Ava to grant the town $112,551.45 in flood mitigation assistance as to complete the project.

Should the request herein meet with your approval, I respectfully request that you forward this letter to the Board of Legislators for its consideration and approval.

Sincerely,

James J. Genovese II
Commissioner of Planning

RECEIVED
DEC 12 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12-12-23

Oneida Co. Department: Planning

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Town of Ava
11468 State Route 26
Ava, New York 13303

Title of Activity or Service: This agreement is between Oneida County and the Town of Ava for a flood mitigation project including culvert upsizing and instream stone control structures. Funds will be award from the Oneida County Flood Mitigation Grant Program.

Proposed Dates of Operation: Upon execution – Completion of Project Anticipated (December 31, 2026)

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The award of $112,551.45 for a culvert upsizing and instream stone control project for Flint Town Road in the Town of Ava to protect roads and residential properties repeatedly impacted by flooding.

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

3) **Program Design and Staffing:**

Total Funding Requested: $122,551.45 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal $/State $/County $): County $122,551.45/Local $38,767.15

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE TOWN OF AVA

THIS GRANT AGREEMENT (hereinafter "Agreement"), effective upon the date of its full execution, is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal offices located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Town of Ava, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 11468 State Route 26, Ava, New York 13303 (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 storm caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

A. The total amount of the Grant shall not exceed one hundred twelve thousand, five hundred fifty-one dollars and forty-five cents. ($112,551.45).

B. COUNTY SHARE

1. The County shall award the Grantee $112,551.45 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under

this Grant shall not exceed one hundred twelve thousand, five hundred fifty one dollars and 45 cents. ($112,551.45).

2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.

C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project. In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. This Grant is to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.

2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it may be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.

3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Program funds.

2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. The Grant has been awarded to the Grantee by Oneida County for the implementation of an approved Project under the Grant Program.

2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."

3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval of the County.

4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Agreement.

5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.

6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.

7. The Grantee shall secure easements from any private property owners within the scope of the Project prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.

8. The Grantee agrees to indemnify, hold harmless and defend the County and its officers, employees, and agrents from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This indemnification is in addition to the indemnification provided in Section VII, below.

10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.

11. The Grantee will allow access to the County or its representatives to enter onto the Project location to inspect and observe the progress or work of the Project.

12. The Grantee shall allow reasonable access to the County or its representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.

13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.

14. The Grantee shall provide a local match to the cost of the Project in the amount of thirty eight thousand, seven hundred sixty-seven dollars and fifteen cents ($38,767.15) as the Grantee Share toward the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).

15. The Grantee will indemnify, hold harmless and defend the County and its officers, employees, and agents for any claims, damages, injuries, liabilities, or deaths that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any indemnification provided in Section VII, below.

16. The Grantee shall evaluate the Project pursuant to the New York State Environmental Quality Review Act, conduct any review required thereunder, and make any determinations required thereby.

D. TERMINATION

The Agreement shall be terminated:

1. By the Grantee on the basis that it lacks funding to continue, but only if no funds for the Project have been spent; or

2. By the Grantee on the basis that it lacks funding to continue, if some funds for the Project have been spent and Grantee repays all of the Grant funding earned or already disbursed to the Grantee; or

3. By the County for cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or

4. By the County without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

III. ACKNOWLEDGMENTS

A. The Grantee agrees to acknowledge the County's financial support of the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

> "This Project is made possible by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators."

B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

IV. CONTACT PERSONS

A. Any notice which any party may desire or is required at any time to give or have served upon another shall be sent by certified United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to the other party.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Chief Planner
Oneida County Planning Department
321 Main Street, Union Station
Utica, NY 13501
Phone (315) 798-5710
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

_____
_____
_____
_____
_____

V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for performing the work described in the Project Plan. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project. Eligible costs may include the following:

1. Advertising costs for bids and proposals;

2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;

3. Materials & supplies;

4. Architectural and engineering services;

5. Construction management and inspection services;

6. Surveys and soil borings;

7. Actual construction of the Project; or

8. Certain other types of costs, provided that they are:

   a. Directly incurred by the Grantee; and

   b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and

   c. Have prior written approval of the County.

9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.

B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:

1. Any costs incurred before the effective date of this Agreement;

2. Fund raising;

3. Taxes;

4. Insurance, except title insurance;

5. Attorney fees; except for acquisition and clearing title to land;

6. Loans, grants, or subsidies to persons or entities for development;

7. Bad debts or contingency funds;

8. Interest;

9. Lobbyists; and

10. Political contributions.

VI. PAYMENT OF GRANT MONIES

A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Agreement, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices shall differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Agreement as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, for determining whether the expenditures are eligible for

reimbursement under this Agreement, and for verifiying the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion, to be unsatisfactory or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Agreement. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

B. ADVANCEMENT: Under this Grant, the County agrees to advance up to fifty (50%) percent, or fifty six thousand two hundred seventy five dollars and seventy three cents ($56,275.73) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County or it representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

VIII. INDEMNIFICATION

A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the performance by Grantee or of any of Grantee's authorized personel of this Agreement or the Project or the exercise by Grantee or any of Grantee's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

IX. INSURANCE REQUIREMENTS

A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

   a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

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

2. Workers Compensation and Employers Liability

   a. Statutory limits apply.

3. Automobile Liability

   a. Business auto liability with limits of at least $1,000,000 each accident.

   b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

   c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

4. Commercial Umbrella

   a. Umbrella limits must be not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

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

   c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any

deductible or self-insured retention, maintained by or provided to the additional insureds.

B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or workers compensation and employers liability insurance maintained per requirements stated above.

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

X. CHOICE OF LAW

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

XI. TERM

A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2026, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.

B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving "resiliency" actions shall be eligible for Grants under this Agreement.

2. For the purposes of this Agreement, "Resiliency" shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage,

reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.

3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).

2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Agreement, the acceptance of Grant Funds from this Agreement will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

A. It is understood and agreed by all parties that this Agreement is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement or otherwise. Each party's obligations to the other under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

XV. ENTIRE AGREEMENT:

A. The terms of this Agreement, including Exhibits A and B attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit B (Standard Oneida County Conditions).

B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

DATE: _____

TOWN OF AVA

By: _____
JAMES OSSONT
Town Supervisor

DATE: _____

Approved:

_____
Andrew Dean
Oneida County Attorney

Exhibit A

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

Oneida County Flood Mitigation Grant Program

Application

Applicant Information

1. Municipality:

Town of Ava

2. Name of Chief Elected Official:

Ryan Dutch

3. Primary Contact and Title:

Highway Superintendent Ryan Dutch

4. Mailing Address

PO Box 2
Ava NY 13303

5. Email Address

avahwd@gmail.com

6. Phone Number

315-942-2805

7. Federal Employer ID Number (EIN):

156000862

Project Information

1. Project Name:

Flint Town Road Culvert Right-Sizing

2. Amount Requested:

112,551.45

2a. Total Project Cost:

150,068.60

3. Location:

Flint Town Road Ava NY

4. Tax Parcel ID Number(s):

79.000-1-11, 61.000-1-12.1, 79.000-1-17

5. Brief Description of Project Type: (i.e: stream stabilization, box culvert righting, updating zoning)

Blue Brook and Flint Brook flow underneath Flint Town Road. The culverts they pass through are undersized. This project would be a right-sizing of these two culverts to prevent the wash out of the road and homes in the vicinity.

Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

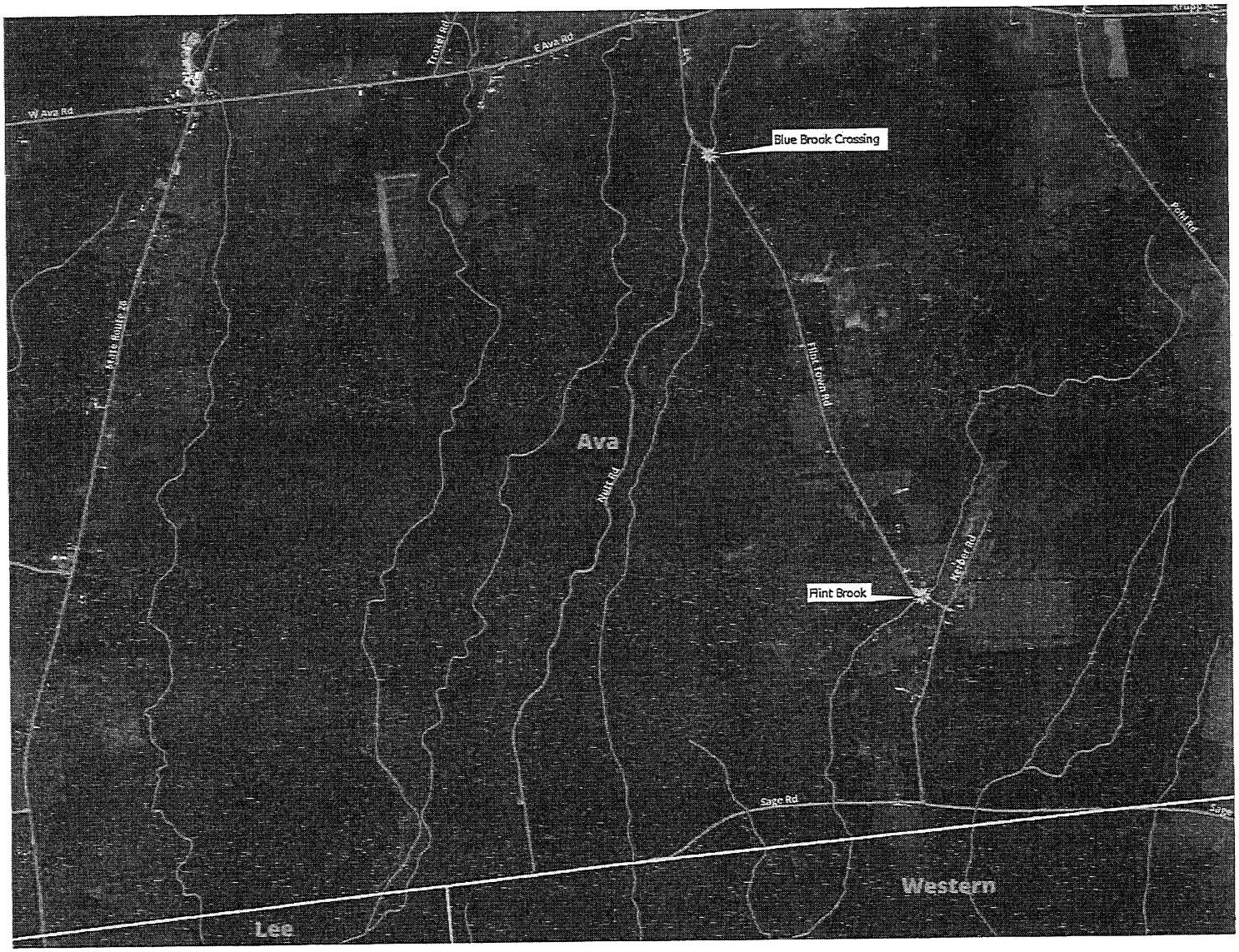
- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
In-kind contractual services (4 employees, 55 hours, $22.30 per hour)	4,906.00
Town Match	33,861.15
Total	$ 38,767.15

Please return application and supporting materials to:
Oneida County Department of Planning
Boehlert Center @ Union Station
321 Main St. 3rd Floor
Utica, NY 13501
For questions, call (315) 798-5710 or email planning@ocgov.net

Flint Town Road Project Summary

The purpose of this project is to help address the sediment and flooding issues associated with Blue Brook and Flint Brook as they pass under Flint Town Road in Ava NY. These streams are tributaries to Delta Lake. The current culverts are pinch points in these streams which contributes to the flooding issues in this area. In this location we have proposed to right-size the existing culverts to manage stream flow and protect infrastructure. We would also like to install a cross vane downstream of each culvert to center the thalweg away from the banks of each stream. If possible, with available funding we would also like to install a stone cross vane upstream of the culvert on Flint Brook so the stream flow is able to approach the culvert more directly. At this point, we are at the stage of securing funding and acquiring the proper permits to do work at this site.


W Ava Rd
E Ava Rd
Trovel Rd
Blue Brook Crossing
Point Rd
State Route 76
Flint Town Rd
Ava
Hutt Rd
Mosher Rd
Flint Brook
Sage Rd
Western
Lee

Town of Ava Highway Department

April 17, 2023

Cost assessment for landscaping, paving, hauling gravel and fill, and tree removal.

4 x $22.30 per hour x 55 hours

Total $4,906.00

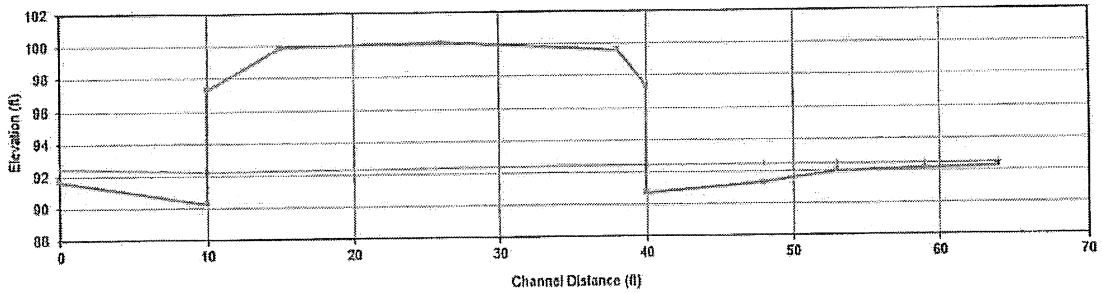
Labor rates based on 2023 Town of Bridgewater Wage Rates

Ryan Dutch

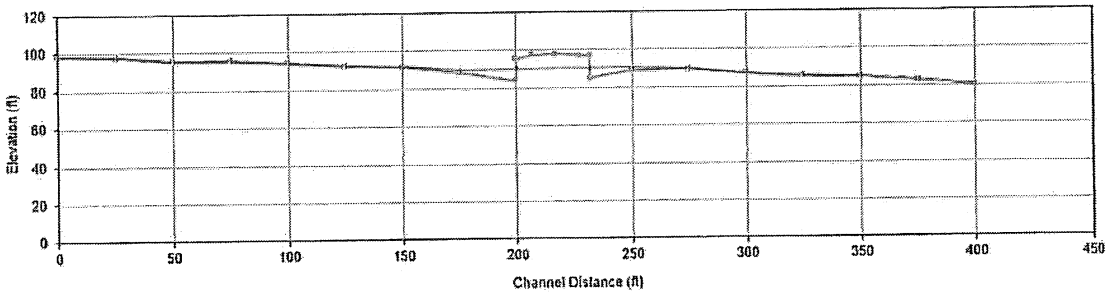
Highway Superintendent

This is an estimate of the Town of Ava will be able to contribute in-kind. The remainder of the 25% match (~$33,861.15) will be matched with town funds.

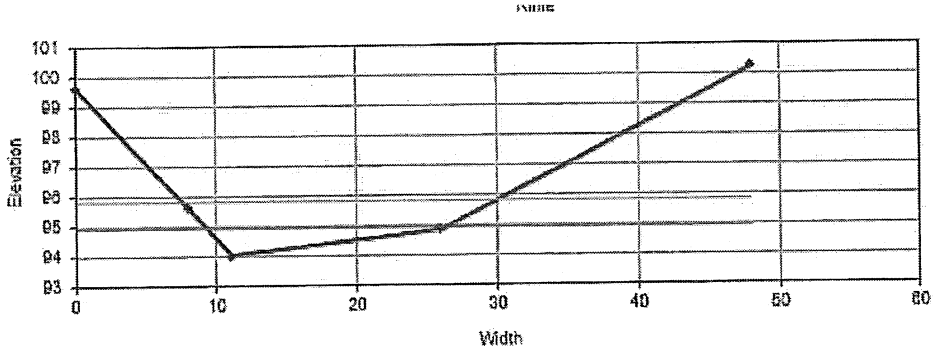
Site Surveys Summer 2022



Blue Brook Stream Profile Survey



Flint Brook Stream Profile Survey



Flint Brook Cross Section 1

16 May St.
Bath, NY 14810
(607)776-3366

Quote Number: Bennett-030984
Sales Person: Cliff Bennett
Phone: (607)794-0151
E-Mail cbennett @lane-enterprises.com
Quote Date: 2023-02-27 12:28:10
Valid until: 03/27/2023

Customer
SWCD, Oneida County
Payton Reese
121 Second Street
Oriskany, NY13424

Job Information
Flint Road Culverts - Ava NY - Oneida Co - REV 2-27-23

Ava, NY

Quantity	Unit	Part Number	Quoted Line Item	Unit Price	Ext. Price
40.00	LF	A-A-38	15'-0" x 7'-5" Aluminum Plate Arch 0.125 Thickness, Type II Ribs, 2 - Headwalls, Footer Plates, Square Ends, Cover Range 2.0' to 4.0', #9.003	$1,019.20	$40,768.00
35.00	LF	A-A-19	10'-0" x 4'-5" Aluminum Plate Arch .125 Thickness, Type II & IV Ribs,2-15.25 x 8' Headwalls, 4' Min cover, Square Ends,.225 Thickness Footer Plates,7080#	$937.16	$32,800.60

Shipping Provider: Lane Truck

Total	
Subtotal:	$73,568.60
Shipping:	$0.00
Total	$73,568.60
	Sales tax not included

Please note that availability for quoted materials will be extended beyond normal lead times due to raw material shortages and protracted production times. Lane's quotation is not an assurance of availability. Actual lead times will vary and will be addressed on a case by case basis.

Prices stated in this quotation are firm for all orders placed within 30 days of quote date and shipments within 60 days of quote date. Please review, verify and approve all item descriptions, specifications and quantities prior to acceptance. It is the customer's responsibility to ensure quantities and materials provided are in compliance with project specifications. Prices are based on Lane Enterprises furnishing all materials listed in this quotation. Prices are F.O.B. jobsite, pipe nested, our trucks, unless otherwise noted. All deliveries under $7,500 in value are subject to a minimum delivery charge of at least $300. Terms are net 30 days with approved credit; otherwise C.O.D. We shall not be responsible for delays in shipment caused by issues beyond our control. No material returns accepted without prior approval. All returns subject to a minimum 35% re-stocking charge, plus applicable transportation charges. Special order or non-stock items are not subject to cancellation or return. Pick-up

Exhibit B

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

    i. Upon all real property owned or leased by the County of Oneida; and

    ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

December 19, 2023

FN 20 24 - 034

PUBLIC WORKS

WAYS & MEANS

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

Re: Proposed Oneida County Sewer District Rate Schedule – FY 2024

Dear County Executive Picente:

Article 5-A, Section 266 of the County Law requires that the Oneida County Board of Legislators approve the proposed Oneida County Sewer District Rate Schedule. The proposed rate for 2024 is $7.03 per 1000 gallons. The current (2023) rate is $6.90 per 1000 gallons. This represents approximately a 1.9% increase over the 2023 sewer rate. The rate adjustment is necessary to cover the increase in annual debt service payments associated with the current Oneida County Sewer District Capital Construction Program. For reference purposes, a residential ratepayer who consumes 80,000 gallons of water per year will pay an extra $2.60 per quarter or $10.40 per year as a result of the proposed rate adjustment.

The rates listed in the schedule were used as a basis for developing revenue projections for the 2024 Sewer District budget. The revenue generated will fund both the wastewater system operations as well and fund the debt service associated with the Capital Project bonding authorized by the Board of Legislators. The rates will not be implemented until April 1st to comply with legislation previously adopted by the Board of Legislators.

Pursuant to County Law, a public hearing and comment period was held. The public hearing was held on December 13, 2023, at 4:00 PM in the conference/training room at the Water Pollution Control Plant. There were no attendees at the Public Hearing. The public comment period closed on December 18, 2023, with no comments received.

In order to meet the sewer rate implementation date, I am requesting that this matter be considered at the Board of Legislators January 2024 meeting.

I am available at your convenience to answer any questions you or the Board of Legislators may have regarding the proposed rate schedule.

Thank you for your consideration in this matter.

Sincerely,

Karl E. Schrantz

Karl E. Schrantz, P.E.
Commissioner

RECEIVED
DEC 20 2023

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

Anthony J. Picente, Jr.
County Executive

Date 12/20/23

Attachment: Proposed Sewer District Rate Schedule-2024

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

ANTHONY J. PICENTE, JR.
County Executive

JAMES J. GENOVESE II
Commissioner

FN 20 24-035
PUBLIC WORKS
WAYS & MEANS

November 30, 2023

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

Re: Update to the 2020-2040 Long Range Transportation Plan and Human Services Transportation Plan

Dear County Executive Picente:

The Oneida County Department of Planning, on behalf of the Herkimer-Oneida Counties Transportation Council, issued a request for proposals for an update to the 2020-2040 Long Range Transportation Plan (LRTP) and the Human Services Transportation Plan (HSTP).

The LRTP and HSTP are both federally required to be updated every five (5) years to identify evolving transportation-related needs and priorities in the region and adapt to population shifts, policy changes, new legislation and guidance (federal and state) and other changes affecting the region. The update must demonstrate compliance with certain federal laws and regulations.

The Department received only one response to the request for proposals, after two publication attempts and a proposal period totaling 37 days. The Department evaluated the proposal and has determined to award the project to Transpo Group USA, Incorporated, which will perform the work through a combination of its own efforts and the use of subconsultants.

Enclosed, please find a Professional Services Agreement with Transpo Group USA, Inc. The agreement is for an initial term of eighteen (18) months, with up to two additional renewal terms of eighteen (18) months each. Both the LRTP and HSTP are expected to be completed by the end of 2024, but the additional terms are requested in order to allow for the performance of any add-on tasks. The total fee for the services will not exceed $200,000.00, fully paid for by federal funds.

The Board of Acquisition and Contract has approved Transpo Group USA, Inc.'s proposal. If the enclosed agreement meets with your approval, I respectfully ask that you forward it to the Board of Legislators. Dana Crisino, Deputy Commissioner, and I would be pleased to discuss this matter with you at your convenience.

Sincerely,

James J. Genovese, II

CC:
Comptroller
County Attorney
Budget

RECEIVED
JAN - 2 2024

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

Anthony J. Picente, Jr.
County Executive

Date 1-2-24

Department Planning

Competing Proposal_____
Only Respondent_____
Sole Source
RFP__X___
Other_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Transpo Group USA, Incorporated
12131 113th Ave NE #203
Kirkland, Washington 98034

Title of Activity or Service: Professional Services for Transportation Planning

Proposed Dates of Operations: December 1, 2023 through May 31, 2025 (initial term)
June 1, 2025 through November 30, 2026 (1st renewal)
December 1, 2026 through June 1, 2028 (2nd renewal)

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services**: Oneida County on behalf of the Herkimer-Oneida Counties Transportation Council (HOCTC) seeks to contract with Transpo Group USA, Inc. to deliver updates to the Long Range Transporation Plan (LRTP) and the Human Services Transportation Plan (HSTP) for Herkimer and Oneida Counties.

2) **Program/Service Objectives and Outcomes:** The HOCTC works within federal transportation requirements and with the NYS Department of Transportation to plan and guide the development of the multimodal transportation system within the entirety of Oneida and Herkimer Counties. HOCTC is required to maintain an LRTP with a twenty-year vision of the transportation network. In addition, an HSTP is required to be maintained to meet the unified comprehensive strategy for public transportation service delivery requirements of the Federal Transit Administration, Enhanced Mobility for Individuals and Individuals with Disabilities Program. The LRTP and HSTP are both federally required to be updated every five years. Total fees for the services will not exceed $200,000.00, to be paid by 100% by federal funds.

3) **Program Design and Staffing Level**: The Deputy Commissioner of Planning and Transportation Program Manager will serve as the Project Manager. Other department staff will be utilized, as needed.

Total Funding Requested: Account: #K82218221.4902-000 (Revenue)
#K82218221.495-000 (Expense)

Oneida County Funding Recommendation: $200,000.00

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

Federal:	$200,000
State:	$0
County:	$0

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), effective December 1, 2023 ("Effective Date"), is by and between the Herkimer-Oneida Counties Transportation Council ("HOCTC"), through its host the County of Oneida (together with "HOCTC," the "County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and Transpo Group USA, Inc. ("Consultant"), a Washington corporation with its principal place of business at 12131 113th Ave NE #203, Kirkland, Washington 98034. The County and Consultant are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, HOCTC is designated by the State of New York as the Metropolitan Planning Organization ("MPO") for the Metropolitan Planning Area which covers the entirety of Oneida and Herkimer Counties, and the County of Oneida is the designated host of HOCTC and as such, is responsible for the execution of all contracts of HOCTC; and

WHEREAS, federal law requires MPOs to establish Long-Range Transportation Plans covering a 20-year forecast period and satisfying other criteria, and such plans must be updated every five years; and

WHEREAS, by resolution dated December 17, 2019, HOCTC adopted the 2020–2040 Long Range Transportation Plan "Going Places" as the official Long-Range Transportation Plan for HOCTC ("LRTP"), followed by the national award-winning Transportation Atlas—A Visual Guide to Herkimer and Oneida Counties (2021); and

WHEREAS, the County issued Request for Proposals Number 2023-363 and 2023-371 ("RFP") seeking proposals from qualified firms to provide an update to its LRTP and the integrated Human Services Transportation Plan for Herkimer and Oneida Counties ("HSTP"), copies of which is annexed as Exhibit B; and

WHEREAS, the Consultant responded to the RFP and offered to update the LRTP and HSTP, as more fully described in its response (with cost proposal) to the RFP (the "Proposal") and meet all federal requirements and the approval deadline of December 31, 2024, a copy of which is annexed as Exhibit C; and

WHEREAS, after technical and content review of the Proposal the County determined that the Consultant was qualified to provide the services required; and

WHEREAS, the County wishes to hire the Consultant to prepare the updates to the LRTP and HSTP, complete associated tasks, and meet the federal deadlines, and the consultant wishes to provide such professional services in exchange for the payments described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. THE SERVICES. Consultant shall perform the services, through its own efforts or through the use of its subconsultants, as follows (collectively, the "Services") and as more particularly described in the Scope of Work ("SOW") annexed as Exhibit A:

1.1. Task One: Project Management. Consultant shall provide those Project Management Services as described more fully in the SOW.

1.2. Task Two: Public Participation. Consultant shall provide those Public Participation services as described more fully in the SOW.

1.3. Task Three: Integration of Previous and Current Planning Efforts. Consultant shall provide that Integration of Previous and Current Planning Efforts Services as described more fully in the SOW.

1.4. Task Four-A: Goals and Objectives. Consultant shall provide those Goals and Objectives Services as described more fully in the SOW.

1.5. Task Four-B: Develop Socio-Economic Data and Data Collection/ Analysis. Consultant shall provide Socio-Economic data collection and analysis Services as described more fully in the SOW.

1.6. Task Five: Transportation System. Consultant shall provide those Transportation System Services as described more fully in the SOW.

1.7. Task Six: Human Services Transportation Planning. Consultant shall provide those Human Services Transportation Planning Services as described more fully in the SOW.

1.8. Task Six-A: Needs Assessment and Gap Analysis. Consultant shall provide those Needs Assessment and Gap Analysis as described more fully in the SOW.

1.9. Task Six-B: Project Evaluation and List. Consultant shall provide those Project Evaluation and List as described more fully in the SOW.

1.10. Task Six-C: Plan Preparation and Presentation. Consultant shall provide those Plan Preparation and Presentation Services as described more fully in the SOW.

1.11. Task Seven: Performance-Based Planning and Programming of Projects. Consultant shall provide those Performance-Based Planning and Programming of Projects as described more fully in the SOW.

1.12. Task Eight: Documentation. Consultant shall provide those Documentation Services as described more fully in the SOW.

1.13. Add-on Tasks: In the event that the Parties wish for the Consultant to perform

the Add-on Tasks listed in items 1.13.1 through 1.13.4, and as fully described in "Add-on Tasks" Exhibit D, they will be completed under a separate agreement.

1.13.1 Add-on Task A: Transportation Atlas. Consultant shall provide those services to provide an updated HOCTC Transportation Atlas as described more fully in "Add-on Tasks" annexed as Exhibit D.

1.13.2 Add-on Task B: Freight Network Modeling Analysis. Consultant shall provide those services to provide Freight Network Modeling Analysis as described more fully in "Add-on Tasks" Exhibit D.

1.13.3 Add-on Task C: LRTP Scenario Network Planning. Consultant shall provide those services to provide LRTP Scenario Network Planning as described more fully in "Add-on Tasks" Exhibit D.

1.13.4 Add-on Task D: LRTP Implementation. Consultant shall provide those services to provide LRTP Implementation as described more fully in "Add-on Tasks" Exhibit D.

1.14. Additional services: In the event that the Parties wish for a Consultant to perform additional services not described herein, such additional work shall be set forth in an additional statement of work, under a separate agreement.

2. COMPLIANCE WITH LAWS REGULATIONS

2.1. In performing the Services, Consultant shall understand and comply with the following, as amended or superseded.

2.1.1 The Infrastructure Investment and Jobs Act (IIJA), aka the Bipartisan Infrastructure Law (BIL) and accompanying regulations and guidance.

2.1.2 The Fixing America's Surface Transportation Act and accompanying regulations and guidance.

2.1.3 23 United States Code Section 134.

2.1.4 23 Code of Federal Regulations 450.

2.1.5 All other applicable laws, regulations, and administrative guidance.

3. DELIVERABLES.

3.1. Form of Deliverables. Consultant will be required to provide deliverables created pursuant to this Agreement (each, a "Deliverable" and collectively, the "Deliverables") as follows:

3.1.1 Digital formats of any reports or graphics (Microsoft platform or Adobe Suite format).

3.1.2 Any data, data sets, analysis reports, inventories, and similar type materials in Microsoft format-based format.

3.1.3 All mapping developed will be in ESRI/ArcGIS format and provided to the County and the HOCTC at the conclusion of the project.

3.1.4 One (1) digital copy of the draft LRTP update, in Adobe or MS Word format suitable for staff review.

3.1.5 One (1) digital copies of the final draft LRTP update, in Adobe or MS Word format suitable for partner agency review.

3.1.6 Consultant shall provide the final work product to the County and the HOCTC in the following format.

1. Graphic documents. Graphic documents shall be printed or plotted on paper and delivered to the County and the HOCTC (one reproducible copy only). When completed these documents shall be delivered to the County and the HOCTC on a USB flash drive or transferred through a file-sharing link in a digital format. Upon request and at an additional cost to the Consultant only, the Consultant will provide an additional three (3) sets of high-quality reproductions of the graphics documents at an appropriate size, to be legible in the printed format.
2. Written documents. One reproducible and unbound copy of all written documents shall be printed on paper in a manner appropriate for reproduction. This document shall be digitally stored in an appropriate computer format (Microsoft and/or Adobe) and will be provided to and become the property of the County and the HOCTC on a USB flash drive or transferred through a file- sharing link in a digital format. The digital report will be prepared in two (2) formats: 1 - converted into a read-only format (*.pdf), sized such that online consumption of the material is possible, and 2 – in an Adobe format that is editable to allow for necessary amendments by HOCTC after transfer of ownership.

3.2. Acceptance & Rejection. Any Deliverable will be considered accepted (the "Acceptance") (a) when the County provides Consultant written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided Consultant with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed herein or in a SOW, if applicable, and only via written notice setting forth the nature of such deviation. In the event of such rejection, Consultant will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the Parties will again follow the acceptance procedures set forth in this Subsection.

3.3. Ownership of Deliverables. All originals and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents or materials, including electronic data files, required to be furnished by Consultant under this Agreement, including drafts, reproduction copies thereof, mapping, and graphics, shall be and remain the property of the HOCTC and the County, and the HOCTC shall have the right to publish, transfer,

sell, license, and use all or any part of such reports, plans, drawings, specification, and other documents without payment of any additional royalty, charge, or other compensation to Consultant. Upon request of the HOCTC during any stage of the work, Consultant shall deliver all such materials to the HOCTC. All products developed for the purpose of this planning project (studies, graphics, etc.) and delivered to the County or the HOCTC shall become the property of the County or the HOCTC. "Deliverables" shall include any tangible property, including software media, delivered to the County or the HOCTC under this Agreement. Except for commercial, off-the-shelf-type products where the license for such products is contained in the applicable product itself, the County and the HOCTC shall have exclusive unlimited ownership rights to all Deliverables developed.

4. SCHEDULE. Consultant shall provide the final LRTP update in sufficient time for its adoption by HOCTC by December 31, 2024, it being the express understanding of the parties that time is of the essence. SOW tasks contained in Exhibit A shall be completed in final form before the end of the Term. The Parties may extend this schedule upon mutual written agreement.

5. PAYMENT.

5.1. For Consultant providing the Services, the County will pay Consultant an amount not to exceed two-hundred thousand dollars ($200,000). Payment shall be made monthly on the basis of work completed under the parameters of Exhibit A and billed in accordance with the hourly rates established in Exhibit C.

5.2. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not–to-exceed fee.

5.3. Such payments shall be made by the County after receipt of vouchers presented by Consultant on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

6. TERM. The Term of this Agreement shall commence upon the Effective Date of December 1, 2023 and shall continue for eighteen (18) months. Up to two (2) renewal terms of eighteen (18) months each will be considered upon the mutual written agreement of the Parties.

7. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one Party to this Agreement (the "Discloser") discloses to the other (the "Recipient") and includes: (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or

inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

7.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the provision of the Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Section; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

7.2. Injunction. The Recipient agrees that breach of this Section would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

7.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

7.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

7.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

7.5.1 *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

7.5.2 *Use of Trade Secret Information in Anti-Retaliation Lawsuit.* An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. HIPAA DISCLOSURES

8.1. HIPAA Assurances. In the event Consultant creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Consultant shall:

8.1.1 Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

8.1.2 Not use or further disclose the PHI, except as permitted by law;

8.1.3 Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

8.1.4 Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

8.1.5 Comply with each of the applicable requirements of 45 C.F.R. Part 162 if Consultant conducts standard transactions for or on behalf of the County;

8.1.6 Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Consultant becomes aware;

8.1.7 Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained Consultant' obligations under this paragraph and agree to the same restrictions and conditions;

8.1.8 Make available PHI in accordance with the individual's rights as required under the HIPAA regulations; Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

8.1.9 Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and

8.1.10 Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

8.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that Consultant breaches any term in this Section. Alternatively, the County may give written notice to Consultant in the event of a breach and give Consultant five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to Consultant if the County reasonably determines that Consultant has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, Consultant hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

8.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, Consultant shall either return or destroy all PHI received from the County or created or received by Consultant on behalf of the County in which Consultant maintains in any form. Consultant shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Consultant determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Consultant shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Consultant to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Consultant maintains such Protected Health Information.

8.4. No Third-Party Beneficiaries. The Parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

8.5. Amendment. Consultant and the County agree to amend this Agreement to the extent necessary to allow either Party to comply with the Privacy Standards, the

Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both Parties.

8.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

8.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

8.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Consultant. Consultant represents and warrants: (a) that all Services will be performed in a professional and workmanlike manner; and (b) that all deliverables will conform to their specifications set forth herein or the applicable SOW for a period of three (3) years following Acceptance. In the event of a breach of either warranty in this subsection, Consultant, at its own expense, will promptly re-perform the Services or repair and redeliver the deliverable in question.

9.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreementand that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

10. INDEMNIFICATION.

10.1. Consultant will defend, indemnify and hold harmless the County, its officers, agents, and employees against any "Indemnified Claim," meaning any claim, suit, or proceeding, including those of third parties, arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any deliverable; (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Consultant or of any of its agents, subconsultants, or employees; (c) Consultant' or its subconsultant's performance of the Agreement, (d) intentional or negligent acts or omissions of Consultant, its subconsultants, employees, or agents, or (e) Consultant' or its subconsultant's failure to comply with any of the provisions of this Agreement or of the law.

10.2. Consultant' obligations to defend, indemnify, and hold harmless the County and its officers, agents, and employees do not apply to the extent that an Indemnified Claim arises solely out of: (a) the County's breach of this Agreement; (b) revisions to the deliverable made without Consultant' written consent; (c) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Consultant offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (d) Consultant' design or

modification of the deliverable in compliance with specifications provided by the County; or (e) use of the deliverable in combination with hardware or software not provided by Consultant, unless (A) the Agreement or its SOW, or other documentation provided by Consultant or agreed between the Parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination).

10.3. Litigation & Additional Terms. The obligations of Consultant to indemnify, defend, and hold harmless shall include: (a) all costs and expenses, including attorneys' fees, incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of crossclaim, third-party claim, declaratory action or otherwise and (b) settlement at Consultant' expense and payment of judgments concerning the Indemnified Claim. The duty to defend as required above shall mean Consultant will reimburse Client for its reasonable defense costs based on principles of comparative fault

11. INSURANCE

11.1. Consultant 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.

11.1.1 Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. 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. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

11.1.2 Workers' Compensation and Employer's Liability: Statutory limits apply.

11.1.3 Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate.

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

11.3. Certificates of Insurance: Prior to the Effective Date, Consultant shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of Consultant' policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

12. TERMINATION.

12.1. Termination for Cause. Either Party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other Party first cures the breach.

12.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to Consultant. On the date of such termination, County will pay Consultant for those Services provided up to the date of such written termination.

13. SUBCONSULTANTS. The Parties agree that Consultant will engage those subconsultants identified in its Proposal, annexed as Exhibit C (each, a "Subconsultant") and any other subconsultants as agreed by the County and Consultant. The Subconsultants and any additional permitted subconsultants shall agree, in writing, to be bound by the terms of this Agreement as if it were Consultant under this Agreement. Consultant shall be responsible to the County for any failure by any subconsultant to comply with the terms of this Agreement.

14. INDEPENDENT CONTRACTOR

14.1. Consultant and any of its subconsultants, and all of their collective employees, agents, officers, servants, and other personnel, are independent contractors. They shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. Consultant covenants and agrees, and will require its subconsultant to covenant and agree, that it and its employees, agents, officers, servants and other personnel will conduct themselves in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. The County shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding Consultant's or its subconsultant's status as an independent contractor.

14.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of Consultant not making such payments or withholdings.

15. MISCELLANEOUS.

15.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses below, or to such others as either Party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

15.1.1 *For Consultant*:
[insert]

15.1.2 *For the County*:
Oneida County Commissioner of Planning
321 Main Street, Third Floor
Utica, NY 13501

and

Oneida County Attorney
800 Park Avenue, Tenth Floor
Utica, NY 13501

15.2. Executory Clause. This Agreement shall be deemed executory to the extent of monies appropriated and available and for the purpose of this Agreement and no liability on account thereof shall be incurred by the County or the HOCTC beyond monies actually appropriated and made available for the purpose hereof.

15.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, strikes or other labor disputes, riots or other acts of civil disorder, pandemics or other public health emergencies, embargoes, or other causes beyond the performing Party's reasonable control.

15.4. Assignment & Successors. Consultant may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Subsection, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

15.5. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

15.6. Choice of Law & Jurisdiction. This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Subsection governs all claims arising out of or related to this Agreement, including without limitation tort claims.

15.7. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.

15.8. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to those set forth in Exhibit D (Standard Clauses for New York State Contracts, Supplemental Title VI Provisions, Requirements For Federally Aided Transportation Projects; and Standard Oneida County Conditions).

15.9. Waiver. No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

15.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

15.11. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.

15.12. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement.

COUNTY OF ONEIDA

By: _____
(signature)

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

Date: _____

TRANSPO GROUP USA, INC.

By: John Duesing
(signature)

Name: John Duesing
Title: Executive Director

Date: 12/15/23

Approved

_____
Andrew Dean, Esq.
Assistant County Attorney

SCOPE OF WORK

The foundation of this scope of services is to leverage the experience and work completed by Transpo on the previous Long-Range Transportation Plan (LRTP) and to tie into the work that HOCTC's is completing with consultant teams: the Transportation Corridor - Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesee Street (NYS Route 921 C) and Safety Action Plan for Oneida and Herkimer Counties. In addition, the Human Services Transportation Plan (HSTP) will be updated, building on the work already completed by HOCTC staff.

The LRTP overlap in scope with the PEL and Safety Action Plan including:

- Data collection and assembly
- Public stakeholder outreach
- Coordination with partner agencies

Given Cambridge Systematics (CS)'s involvement on the two afore mentioned studies, they will assist with data assembly and coordination between the LRTP and these studies. As part of the PEL study, CS has been involved in a data collection program for traffic counts in the downtown Utica region in addition to assembling traffic count data from the NYSDOT Traffic Viewer. In addition, the PEL team will be coordinating with partner agencies such as NYSDOT, the City of Utica, and the Thruway Authority throughout the project.

CS is also supporting the team developing the Safety Action Plan, leveraging their experience in generating local network screenings and analysis to determine the region's safety priorities, including top locations with potential to improve safety. The Safety Action Plan team will work with HOCTC and key stakeholders to determine the most impactful risk factors on the network, traffic patterns leading to the region's most severe crashes, and the most effective strategies to address specific priority locations, as well as systemic considerations. The Safety Action Plan will identify and prioritize a clear path to implementation and improving safety through a comprehensive Safe System Approach. The Transpo team will leverage the engagement and projects/priorities in the Safety Action Plan, to the extent possible, in developing the LRTP.

In leveraging work completed by others, the Transpo team understands there is a certain amount of risk related to scheduling and completion of work. The project management plan developed by Transpo at the outset of the project, which will include frequent communication with HOCTC staff, will help HOCTC make informed decisions to management risk to ensure the LRTP is completed efficiently and timely.

The approach to all our work is performance-based and data driven such that the outcomes will be strategies and investments that move HOCTC forward in achieving transportation goals and objectives for the region.

Task 1: Project Management

Transpo's approach to all planning and engineering projects begins with comprehensive project management aimed at delivering quality work products, which will guide the development of the LRTP and update to the HSTP. We focus on best practices that streamline study delivery while adhering to industry standards and a practical design approach. We recognize that risk management is one of the most effective tools for keeping studies on track and within budget. We will proactively identify potential risks to scope, budget, and schedule and incorporate appropriate tools/processes to mitigate these risks into our project management plan.

From the project's onset, our proposed Project Manager, Stefanie Herzstein will collaborate with the HOCTC project manager to establish checkpoints and a communication protocol to ensure the work program runs smoothly. These checkpoints will also identify potential issues, data requirements, or other items as soon as possible to ensure the project's successful completion. In addition, regular check-ins and a detailed work schedule with key delivery dates will ensure project completion on time. Following the contract award, our team will collaborate with your team to refine the project schedule and identify key meetings and dates.

We propose using Microsoft Teams' interactive capabilities to collaborate with the consultant team and HOCTC staff. John will assign work tasks to all study team members using Teams' "Project Tasks" feature, including document-review tasks to HOCTC. This tool enables 360-degree tracking of assigned tasks as they become due and real-time adaptation to events.

Communication

Effective and efficient communication within the consultant team and with HOCTC and key project partners is critical to success in information conveyance, dissemination of status and upcoming work, and overall team culture and morale in delivering the study successfully. Therefore, Transpo uses a combination of regularly scheduled and as-needed meetings, virtual video conferencing, and emails to maintain high levels of communication and interaction within the team based on strong professional relationships and experience with corridor studies.

Our collaborative approach is built on open communication with government agencies. When we develop the scope of work, schedule, and budget for this study, we start with a foundation of trust and transparency. Throughout the study, regular check-ins will be held via Teams video conference with the project's Project Management team. These project management meetings will cover percentage task

completion, schedule adherence, and budget status. The overall goal is to adjust as quickly and efficiently as possible so that unanticipated issues that may arise during this corridor study, as with any significant work effort, stay within the overall study progress.

Coordination

Our approach to coordination begins with forming a Technical Advisory Committee (TAC) anticipated to comprise of HOCTC, Oneida and Herkimer Counties, HOCTC municipal members, NYSDOT Region 2, USDOT, the NYS Thruway Authority, and any others identified by HOCTC. All parties must understand the project while avoiding surprises or unmet expectations to ensure these bodies understand the work plan, when their input will be solicited, and how it will be integrated into deliverables. An initial kickoff meeting with the advisory committee will discuss the project schedule, meeting venues, communication methods, and all deliverables to establish that shared understanding. This meeting will also provide an early opportunity to identify key regional stakeholders. Throughout the project, an open line of communication will be maintained with the committee, including the delivery of the final LRTP and HSTP and a project close-out meeting.

Materials will be distributed before meetings to give committee members enough time to review and provide substantive feedback. Our team will also rely on the advisory committee's knowledge and contacts to develop the plan, reach the community, and prioritize projects. Meetings will be scheduled to coincide with previously scheduled meetings to the greatest extent possible.

Deliverables

- Project Schedule
- Kickoff Meeting
- Monthly Progress Reports
- Scheduled check-in meetings with HOCTC staff

Task 2: Public Participation

Public outreach is integrated into the metropolitan transportation planning process to ensure that Federal transportation investment will be undertaken in ways that match the needs of the affected communities. Thus, it is best conceived not as a stand-alone Task, but rather a continuing program of engagement with stakeholder communities throughout the LRTP and HSTP development process. The Transpo team understands that HOCTC has several planning efforts underway, and it is important that the public does not get fatigued such that getting important feedback and input becomes difficult. CS will leverage data and coordination efforts from the PEL and Safety Action Plan studies to inform the LRTP process. At the outset of the project, HOCTC will coordinate a meeting between the various project teams (LRTP, SS4A, PEL) to explore coordination of outreach efforts between the studies and

sync the Public Participation Plan, in order to optimize resources, and ensure coordinated outreach efforts with the public, to avoid multiple outreach events which could result in attendance fatigue, and therefore impact attendance negatively.

At the outset of the project, Transpo and Public Works Partners (PWP) will prepare a draft Public Participation Plan (PPP) specific to this project that will describe how we will capture, organize, and measure the qualitative data collected, so that community input is well-incorporated into the LRTP and HSTP. The PPP will also outline the specific types of engagement, how efforts will be coordinated with the other HOCTC transportation planning projects, and the schedule. We will ensure that all outreach is fully compliant with HOCTC's Public Participation Plan (PPP). Based on feedback from HOCTC and the coordination meeting with other projects, Transpo and PWP will prepare the final PPP.

Stakeholder Identification

We understand that effective public participation in the transportation planning process hinges on the meticulous identification and engagement of key stakeholders. Our approach begins with an assessment to identify, map, and engage relevant stakeholders, agencies, and partners within the HOCTC planning area. Leveraging our extensive experience in community engagement, we will apply a refined methodology to map out and engage all relevant parties. This process goes beyond a mere list of obvious stakeholders. We aim to identify not only those directly affected but also those who may be indirectly impacted by transportation decisions. This encompassing approach is essential to ensure that the transportation plan is comprehensive and responsive to the diverse needs and expectations of the community. Our stakeholder mapping will include, but is not limited to, the following key groups and organizations:

- Local Governments: Identifying representatives from each municipality within the HOCTC planning area to ensure that the voices of local communities are heard and considered.
- Public Transportation Providers: Engaging with providers of public transit services to integrate their insights into the planning process.
- Freight Companies: Collaborating with freight and logistics companies to address the unique transportation needs associated with the movement of goods.
- Advocacy Groups: Reaching out to representatives of pedestrian and bicyclist advocacy groups to ensure that the plan includes provisions for non-motorized transportation and safety.
- Individuals with Disabilities: Engaging with representatives and organizations focused on accessibility and mobility for individuals with disabilities.
- Community Organizations: Collaborating with community-based groups and non-profit organizations actively involved in transportation and related initiatives.

Digital Engagement

In crafting our Digital Engagement Strategy for the project, we take a comprehensive approach that covers both the choice of platforms and the specific digital strategies involved. Our goal is to ensure inclusive and comprehensive community participation, reaching a wide and diverse audience to gather valuable insights for the project.

One of the cornerstones of our strategy is the development of a user-friendly project-specific online forum. This platform will serve as a central hub for information and engagement, offering comprehensive project details and updates. We are committed to working with HOCTC to develop a platform that provides the latest project information. We will work with HOCTC on how the community can participate and provide comments, questions, and suggestions in the online platform. The online platform could be a website or an online interactive data hub. The Transpo team will participate in a meeting with HOCTC to determine the specific platform and determine the approach while working together with the HOCTC internal team to develop the platform.

The online platform also serves as the gateway to project-specific online surveys and/or the Transpo team will work with HOCTC on an alternative method for administering surveys. These surveys are carefully designed to address various aspects of the transportation planning process. By making these surveys accessible through the website, we provide a convenient and streamlined approach for community members to share their views. The data collected through these surveys will be instrumental in guiding project decision-making. To make complex project information more digestible and engaging, we also propose developing video or other graphical content, shared through the online platform, to provide visual context to the project. By sharing this multimedia content, we ensure that our audience receives consistent and engaging information through multiple channels.

Across all digital platforms, used for public engagement or public meetings, we will incorporate real-time feedback mechanisms to accommodate users who may need to submit questions or comments instantly. This approach ensures that immediate participation is possible and provides an inclusive space for community members.

Outreach Strategy

Our approach to community engagement is deeply rooted in collaboration and inclusivity, ensuring that the voice of every community member is heard and valued. We believe in actively engaging the community right from the project's inception. This collaborative approach has been integral to our work in various regions, where we have successfully designed equitable approaches that build trust, advance informed decision-making, and ultimately benefit the communities we serve.

To create a comprehensive outreach plan, we will focus on outreach methods that meet people where they are, center equity and accessibility, and foster informed decision-making. The cornerstone of this

approach will be to leverage and pair engagement with the other HOCTC's project outreach efforts. Culturally sensitive outreach materials, translation services, accessible surveys, pop-up events during natural community gatherings, and informative open houses and public meetings in both online and in-person formats will all be considered as tools for the outreach efforts. Building on our extensive experience, we will leverage insights gained from our work on the OCTC LRTP. This project showcased our ability to conduct comprehensive stakeholder engagement, ensuring that community input informs transportation strategies and objectives. Our expertise in involving the public to enhance transportation outcomes will be invaluable in our approach to the HOCTC project.

We propose HOCTC will lead/facilitate in-person engagement and the Transpo team will support with materials (e.g., "meeting in a box") and digital engagement. The approach is consistent with the previous LRTP and will allow for a streamlined approach in collaborating with the other HOCTC transportation planning projects.

Community preference surveys will play a pivotal role in gathering insights from community members. This survey will include a spectrum of questions to gauge the community's views on various transportation modes, safety, accessibility, sustainability, and specific projects. By gathering this data, we aim to ensure that the resulting LRTP will be deeply informed by the perspectives of the community it serves. These surveys will be hosted on the online forum and disseminated through stakeholder networks and social media channels. To delve deeper into specific topics or populations, we will conduct virtual focus group sessions, ensuring that these discussions align with the community's sustainability objectives.

Our team will employ a comprehensive approach to addressing underserved communities within the HOCTC planning area. This approach involves conducting an analysis that encompasses population characteristics and an initial equity impact assessment. Our team will overlay socio-demographic data with technical transportation system data, creating a holistic understanding of the community landscape. This inclusive methodology will help identify disparities, unmet needs, and potential barriers within underserved communities. The data and insights gathered will play a pivotal role in shaping the development of future transportation projects and programming. By integrating equity considerations into our transportation planning process, we aim to create a more equitable, accessible, and sustainable transportation system for all residents, ensuring that no one is left behind.

Our experience in synthesizing community feedback into actionable insights that guide the development of transportation plans has been instrumental in other transportation projects we have managed. We will leverage this experience to effectively translate public input into the vision, goals, and objectives of the LRTP, ensuring that it reflects the community's unique needs and aspirations.

In addition, we will liaise with the HOCTC Transportation Advisory Committee to get feedback on the LRTP as each stage of development including verifying goals and objectives, confirming data, and existing transportation conditions and determining projects and funding.

HSTP Outreach

Coordinated Plans are mandated to be developed with meaningful input from FTA 5310 program service recipients. We will develop a framework for working with public agencies, such as transit agencies and human service providers, government agencies, private service providers, and other groups with specialized needs, in conjunction with the outreach and planning efforts that will be completed as part of the LRTP update. We will ensure that all populations and stakeholders are represented during the development of this HSTP for it to reflect the unique character of Herkimer and Oneida Counties and the Counties' collective vision.

For the duration of the HSTP development process, the HOCTC Transit Coordinating Committee (TCC) a subcommittee of the HOCTC Transportation Planning Committee (TPC), will be utilized as the special Coordinated Plan TAC to guide the planning process and ensure that the needs of vulnerable and 5310 program populations are met. At the start of the project, our team will collaborate with HOCTC staff to identify additional key organizations to that may need to be included on the committee. Members of the committee, that are not already represented on the TCC could include County staff, NYSDOT, other public and private transportation providers, senior centers, the office of the aging, veterans' affairs groups, other disability organizations, youth organizations, medical centers, and other organizations identified by HOCTC staff. The TCC could operate as a subsidiary of the LRTP TAC. This committee will meet in person or virtually at key check-in points throughout the HSTP development process. This has proven a successful technique for regional stakeholder advisory committee meetings at various project stages, such as initial information gathering, testing needs and gaps identified through various planning processes, and reviewing options and alternatives of new and improved mobility solutions. We propose holding three TCC meetings throughout the HSTP.

In addition to the TCC, we propose three in-person passenger listening sessions to gather feedback on the mobility needs of Herkimer and Oneida County. These listening sessions may be held at local community locations such as senior centers or veteran locations, where participants can learn more about the needs and gaps that exist in various communities by hearing from those who are experiencing transportation challenges, those who provide transportation, and everyone who works with disadvantaged populations. We will work closely with HOCTC staff to gather important community feedback. We will meet the established Title VI requirements for language access or limited English proficient (LEP) individuals, as well as minority and low-income populations, as part of our engagement strategy.

We discovered that having in-depth one-on-one conversations with key agency staff provided some of the best information needed to document existing mobility challenges during our recent HSTP experience. As part of the outreach process, we propose conducting five agency interviews. These organizations may include service providers and those who work directly with those needing mobility services. Interviews with agencies may include, but are not limited to:

- Oneida County Office for Aging and Continuing Care
- Oneida County Department of Family and Community Services
- Oneida County Department of Mental Health
- Oneida County Workforce Development Program
- Oneida County Veteran's Services
- Herkimer County Office for the Aging
- Herkimer County Department of Social Services
- Herkimer County Department of Mental Health
- Herkimer County Veteran's Service Agency

These discussions will be scheduled following coordination with HOCTC staff and a review of key personnel who participated as stakeholders in the previous Plan. Proposed one-on-one conversations may occur via videoconferencing or in person as availability and scheduling allow.

The HSTP will be integrated into the online platform, which will include up-to-date information and documents for those unable to attend in person to review and comment including an explanation of the planning process and a public survey. The HSTP survey will be designed to gather additional feedback on the mobility needs and gaps in the HOCTC Region. While we anticipate that most survey responses will be submitted online, we will also provide a print-ready PDF copy for distribution to HOCTC, participating agencies/organizations, and other stakeholders and groups as needed.

The Transpo team will solicit feedback from all stakeholders and members of the public who have interacted with the study proactively. We propose that all formal comments be compiled into a Record of Feedback. This record will contain a list of all comments received, the person or organization who submitted the comment, the date the comment was received, and a draft response to the comment.

We will hold a public meeting to present the Draft HSTP and solicit feedback. Meeting advertisements will be widely distributed, and, as with all meetings, the planned activities will be designed to ensure a two-way flow of actionable information.

Deliverables

(all compliant with HOCTC' Public Participation Plan; and including reasonable efforts to include minority, vulnerable, and LEP populations):

- Draft and Final Project-specific Public Participation Plan (PPP)
- Coordination meeting with other HOCTC project teams on PPP
- Materials for the online communication platform that will be hosted by HOCTC
- Public Outreach Material
- Public Survey and summary of responses

- HSTP summary of listening sessions and agency interviews, record of feedback and draft HSTP public meeting
- Presentation materials for two open houses and four pop-up outreach events
- Formal outreach/engagement with state and local resource, land management, and environmental agencies
- LRTP summary of engagement/outreach chapter

Task 3: Integration of Previous and Current Planning Efforts

Transpo assisted HOCTC in completing the 2020-2040 LRTP, which forms the foundation for the current 2045 update. In addition, there are significant transportation planning efforts that have been completed in recent years or are underway, that are developing goals and priorities for the region's transportation system. Further, there have been major changes in the external environment that HOCTC's new LRTP will need to take account of, such as the impacts and recovery from the pandemic, 2021's Bipartisan Infrastructure Law (BIL), municipal planning initiatives (e.g., Comprehensive Plans), economic development actions, and policy developments at the NYS and federal level (e.g., USDOT's latest published Planning Emphasis Areas).

The intent of this task is therefore to integrate the various major transportation planning efforts of the region into the combined LRTP and HSTP and ensure alignment across each of the efforts.

Transpo will create a structured database of documents that are relevant to this LRTP update, from all levels of government. For instance, in our recent support for the LRTP in Orange County we identified nearly 100 relevant documents, each of which is catalogued and summarized for ease of integrating with the LRTP.

We will then prepare a "Studies/Trends/Challenges/Opportunities" presentation summarizing the status of the current and recent policy documents and proposing how they will be considered in coordinating plan goals, priorities, and outcomes during this LRTP update process.

Deliverables

- Excel database of relevant published documents from all levels of government
- Studies/Trends/Challenges/Opportunities presentation

Task 4A: Goals and Objectives

We will support HOCTC in confirming or refining the goals and objectives of the 2020-2040 LRTP consistent with the current planning efforts and the status of the planning areas. The intent will be to

provide clear direction on preferred outcomes on transportation for the region. The refining of the goals and objectives will be developed in consultation with HOCTC staff. For instance, we will provide HOCTC with specific recommended language to consider incorporating into its Goals and Objectives to reflect the mandates and guidance emerging from the Bipartisan Infrastructure Law and how it is being implemented by USDOT. It is important for HOCTC to be aware that an LRTP that is merely "compliant" is not good enough – the new LRTP's goals and objectives instead must be strong and well-aligned with USDOT's and NYS's policy contexts in order to best position the Herkimer/Oneida region for discretionary grant awards which are a major part of the infrastructure funds made available through the BIL.

The draft goals and objectives will be brought to the TAC formed as part of Task 1 for final review and input. A key element of setting Goals and Objectives will be establishing clear prioritization pursuant to guidance from the members of the TAC (who will provide the perspective of the region), so that they can meaningfully feed through into the new LRTP's updated investment and policy strategy.

Building on the Strategies /Trends/Challenges/Opportunities (see Task 2), we will identify connections and any tensions between transportation and broader strategic goals of Herkimer and Oneida Counties, expected to include, inter alia, conservation and stewardship of natural, cultural, and historic resources; preservation of agriculture, farmland, and rural character; sustainability of established communities; and support for managed growth and development in priority growth areas. Recognizing that accessibility is what ties transportation and economic development together, and that transportation is a means to this end, we will support HOCTC in developing goals, objectives, performance measures, and targets for the LRTP update that will help the county identify the appropriate mix of policy changes, operational strategies to make the existing system function better, and new investments to provide better transportation connectivity and access throughout the county.

The Transpo team is at the forefront of efforts by MPOs to achieve successful and uncontested compliance with contemporary regulations, such as incorporating Performance-Based planning practices, targets for transit safety and transit asset management, incorporating the System Performance Report into the new LRTP, enhancing Resilience and Tourism, and explicitly incorporating intercity buses, pedestrian walkways, and bicycling facilities. Team member Cambridge Systematics is presently assisting the NYS Association of MPOs in implementing the BIL's performance management provisions, thus is uniquely qualified to ensure these new regulations are seamlessly incorporated into HOCTC's new LRTP.

During the drafting of the LRTP, we will liaise closely with the HOCTC Transportation Advisory Committee to identify ways HOCTC can launch new initiatives to help achieve its organizational goals. For instance, some peer MPOs in the Northeast more explicitly link Federal transportation funding with local land use policies, encouraging best practices in smart growth. Another direction that HOCTC may pursue is seeking external NYS/federal funding support for technology implementation projects. We will discuss with HOCTC what the local priorities are and what 'success' would look like. Then, after

these priorities are drafted into the new LRTP, HOCTS would incorporate them in future UPWP programs to begin advancing them.

Deliverables

- Draft and Final revised Goals and Objectives LRTP Chapter

Task 4B: Develop Socio-Economic Data and Data Collection/ Analysis

Transpo Group recommends to HOCTC that Task 4 as outlined in the RFP be broken up into Task 4A (Goals and Objectives) described above, separate from the proposed Task 4B to compile/develop/analyze socio-economic data for the region. This is an important sub-task that is necessary for successful LRTP completion. We envision substantial resource efficiencies with Transpo's recent contributions to HOCTC's planning efforts as well as CS's work on the current PEL and Safety Action Plan studies. For instance, safety data already being gathered and evaluated by CS can be used to inform the LRTP. Task 4B will involve applying a combination of local knowledge and quantitative expertise.

We will prepare demographic forecasts that are 'native' at the TAZ level, updating the analysis that was last performed in 2019 and ensuring that forecasts are consistent across HOCTC's multiple ongoing transportation planning efforts and specifically considering the Exit 31 PEL Study where forecasts in the project study area may be higher than the region. Based on coordination with HOCTC and the timing of work in the other transportation planning studies, we can either provide forecast to the Exit 31 PEL study team or incorporate forecasts from that study into the LRTP. In any forecasts developed as part of this LRTP, we will acknowledge, and ensure consistency where it is in the best interests of HOCTC, with regional and statewide projections and plans such as the NYS Energy Plan, NYSDOT Freight Plan, NYSDOT Highway Safety Plan, and the Mohawk Valley's Regional Economic Development Council's strategic planning documents.

Transpo Group will prepare the LRTP chapter for review by the TAC that summarizes the socio-economic analysis of current and future trends, and the outlook for Oneida and Herkimer counties.

Deliverables

- Approved socioeconomic data forecasts
- LRTP chapter summarizing socio-economic analysis of current and future trends and outlooks for Oneida and Herkimer counties

Task 5: Transportation System

This task is the main stage of assessing how well the transportation system serves Herkimer and Oneida counties, both today and in the future. In reviewing HOCTC's current adopted LRTP as well as understanding the new data resources that have become available since 2019, we see this as an area to focus on for enhancement.

The overall objective of this task is to provide a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) that draws on the various data sources, distills the data into actionable information, and therefore provides the evidence base for HOCTC to establish investment priorities for the region's transportation system.

As part of this task, the Transpo team will perform at a minimum the following analyses to establish existing conditions:

- Freight flows, bottlenecks, and evaluation of truck parking locations
- Pavement and bridge condition analysis (based on available data)
- Identification of road safety hotspots focusing on both risks to vehicle drivers/passengers and vulnerable road users (cyclists/pedestrians), as well any patterns in transit safety. This analysis will be done in coordination with the Safety Action Plan project, to avoid duplicating analyses. Analysis will include special populations/vehicle types, e.g., horse-and-buggy collisions. (SS4A and State data)
- Transit ridership patterns and trends, recognizing that there are multiple transit operators in the HOCTC region (build off data available including the HOCTC's Systemwide Analysis for Transit Based Transportation Connections Study)
- Origin-Destination, time-of-day, and demographic profiles of travelers in different parts of the region, as well as pandemic and pandemic-recovery effects – all using Big Data resources (PEL data and Replica data)
- Assessment of micromobility feasibility, by establishing whether the region has areas that exhibit demographic and mobility characteristics that could support a viable micromobility initiative (Centro, System and LRTP basis)
- Patterns of roadway congestion, including outside of traditional peak periods (e.g., peak recreational-travel periods). This evaluation will be done using the detailed version of the NPMRDS data made available to NYS MPOs through the University of Albany to the extent data is available for this region and other sources. As an example, Transpo recently used this dataset on Orange County's LRTP to demonstrate the unique congestion patterns experienced seasonally and directionally on Route 17, a corridor prioritized by NYSDOT for added capacity.

After the transportation system's existing conditions have been established and discussed/finalized with HOCTC staff and the TAC, Transpo will work with HOCTC staff to designate needs for enhancements to improve key outcomes including:

- Safety (including sensitive road uses such as school buses and other school-related travel)
- Equity
- Public health
- Emissions of greenhouse gases as well as local-scale air pollutants
- Vehicle-miles of travel
- Vehicle-hours of travel
- Modal shares of SOV, HOV, transit, walking, and cycling

Transpo will then work with HOCTC staff and the TAC to identify the transportation system needs. The identification of needs will serve as a key input to the subsequent identification of investments, which can be accommodated within the fiscally constrained project listing as well as those that can only be included in the LRTP's Illustrative project listing. Transpo will incorporate best practices in resilience to extreme weather and climate change into the documentation of transportation needs, which will be aligned with NYS/federal policies as well as county-level and/or municipal resilience planning documents and other policy statements. Examples of this work include building heightened resistance to hydraulic loading when reconstructing bridge/culvert structures, high-reflectivity pavements, and bio-swales to mitigate flooding from extreme rainfall events.

Transpo recognizes the importance of data developed on initiatives such as LRTPs being professionally archived with documentation so that future efforts can draw on these databases. All data will be archived in a cloud-based location accessible to HOCTC, so that HOCTC can download the datasets onto its systems. In addition to the datasets themselves, the archive will include metadata and documentation (definitions for data fields, etc.) as well as an identified contact person for each dataset for any questions that arise in the future. The core idea is that, through this LRTP/HSTP update project, we help HOCTC to build additional dataset-generation and enhancement activities into HOCTC's routine activities, which will make future HOCTC studies more effective and cost-efficient.

Deliverables

- LRTP Chapter summarizing Transportation System Existing Conditions and Needs
- Delivery of datasets along with metadata, documentation and identified point-of-contact for each dataset

Task 6: Human Services Transportation Planning

Transportation systems connect people to opportunities. People can find work, maintain critical social connections, buy healthy food, get healthcare, and participate more meaningfully in their communities

when they have reliable, convenient, and affordable transportation. This is especially important for those who rely on public transportation, such as people with disabilities, seniors, young people, and low-income individuals. While HOCTC is required by state and federal funding to develop and maintain a Coordinated Public Transit - Human Services Transportation Plan (CPT-HSTP), each update to a Coordinated Plan allows HOCTC and its regional partners to reexamine its residents' mobility needs, identify new transportation barriers, hear from new voices within the region, and reimagine ways to expand and coordinate transportation services more effectively. This Coordinated Plan update provides an opportunity to create a better process that goes above and beyond federal requirements while improving mobility options for seniors, people with disabilities, and residents of the region.

Subtask 6a – Needs Assessment and Gap Analysis

Stakeholder participation, public feedback, Census and American Community Survey data, and a catalog of existing services will be used to demonstrate the need for human services transportation and gaps in available services. The comprehensive catalog will include, at a minimum, hours, miles, and trips for fixed route and paratransit service, serving as a baseline against which to compare identified transportation needs. This combination of user information and data provides multiple perspectives on transportation needs, resulting in a comprehensive picture of service gaps for all users, especially those with disabilities, low-income, and seniors.

Transpo will work with service providers and users to find the best method for identifying common origins and destinations. Examples of such services include assisted living facilities, low-income housing, medical services, food banks, job centers, childcare facilities, and educational facilities. These data can be complex to consistently combine, necessitating collaboration with transportation providers to determine the best way to finish this work. Transpo will also use Replica, a third-party dataset that provides nationwide travel and mobility data. These datasets can provide information about specific demographic travel patterns.

Socioeconomic data will be compiled to indicate the region's need for human services transportation. The most recent Decennial Census and American Community Survey data will show where people with disabilities, those with lower incomes, youth, senior populations, and those without access to a vehicle live. Based on this data, we will create an overall mobility need index to highlight the relative specialized mobility needs in different areas of the HOCTC region. This mobility needs index is a key input to identify service gaps.

The team will also review the previously completed CTP-HSTP to determine whether recommendations identified as part of that process have been implemented. We intend to build on the progress made in the previous Plan while considering changes in mobility needs since the previous Plan was implemented. In most locations, post-pandemic travel patterns have remained distinct from pre-2020 patterns. If

some of the strategies identified in the previous HSTP were less effective than expected, the 2023 update will provide a significant opportunity to change course.

Our process will allow us to accurately capture the needs across all modes, including single-occupancy vehicles, carpools, pedestrians, bicycles, paratransit, and buses, as well as demand currently not served by public transportation, based on data collection efforts completed for the LRTP update, additional data collected as outlined above, and public feedback gathered as part of Task 2.

Subtask 6b – Project Evaluation and List

Transpo will facilitate and support project identification and prioritization by working directly with stakeholders. This process will include a needs and gap assessment, community priorities, and stakeholder input. This process will aid in developing strategies and projects to address the mobility needs of underserved populations in Herkimer and Oneida County. The strategies and projects will build on the foundational elements of the previous HSTP. Our approach will allow the community and stakeholders to revisit critical decisions to ensure that process issues or shifting priorities are reflected in the new Plan. Previous strategies and activities will be reviewed to ensure critical community priorities are considered and represented. Transpo will work with stakeholders to identify existing and new projects for inclusion in the CPT-HSTP and gather key project details such as meeting needs, effectiveness, and relative cost. These project details enable projects to be scored and prioritized using a data-driven approach, ensuring the most effective use of limited funding.

Sub-Task 6c – Plan Preparation and Presentation

A draft and final human services transportation plan will be developed to meet the timeline specified in the RFP. Before adoption, the public will be given ample time to review and comment on the draft Plan. The Plan will be available on the project website and emailed to the advisory committee and previous outreach participants. End users will be able to use and understand the final Plan. It will illustrate Plan elements with graphics, charts, and images from outreach events. The final Plan will be a concise, attractive document that builds on the previous Plan while reflecting Herkimer and Oneida Counties' charging mobility needs. Transpo will hold an in-person public meeting to formally present the Draft Plan and receive final public comments and feedback.

Deliverables

- Summary of unmet transportation needs identified from outreach and data review to be included within the Draft and final CPT-HSTP
- Regional project evaluation criteria
- Refinement of project List with new projects based on feedback from stakeholder / public outreach and evaluation criteria
- Project list spreadsheet and inclusion within the report

- Draft and Final CPT-HSTP Plan to include items from all previous Sub-Tasks included within the report or attached as Appendices.

Task 7: Performance-Based Planning and Programming of Projects

Performance Based Planning has taken on much greater emphasis since HOCTC's previous LRTP, and USDOT's expectations have grown accordingly. Other MPOs around NYS have received Corrective Action notices from USDOT relating to project programming and financial assumptions, thus HOCTC will need to be aware of USDOT's current expectations and closely coordinate with USDOT during the development of this LRTP to ensure that this new LRTP is successful.

As noted in the RFP, we will take account of both the legislative requirements for the seven National Goals, and the Planning Emphasis Areas put forward by USDOT's national leadership.

Recognizing the fundamental requirement that the LRTP be fiscally constrained, we will begin by conducting a financial feasibility analysis and prioritize projects for implementation in the next five years (HOCTC's adopted 2023-2027 TIP), the fiscally constrained portion of the new LRTP including the post-TIP years, and the "vision" element (aka Illustrative Project Listing) of the LRTP. We will assist HOCTC in programming projects considering currently available revenue sources and sources that Herkimer and Oneida Counties can reasonably assume will be available in the lifetime of the LRTP, subject to the latest guidance from USDOT about which revenue streams meet the "reasonably anticipated" criterion. We will complement the revenue projections with capital and operating/maintenance cost estimates for projects proposed as part of packages advanced from the draft LRTP, which to the extent feasible will be based on an analysis of actual needs. For instance, we propose to perform an analysis of pavement conditions, sidewalks, and bridge structures in the HOCTC region like what we have done for Orange County, NY.

The revenue component of the financial plan will include the following:

- Annual operating/maintenance and repair budgets
- Annual safety program budgets
- Local sources of revenue from general funds
- Federal and State sources of revenue, both programmatic and discretionary and including new programs such as the Carbon Reduction Program (CRP)
- User fees (e.g., Thruway toll revenue, Centro bus fares, etc.)
- Other sources of revenue deemed reasonable by HOCTC staff, subject to discussion with NYSDOT/USDOT colleagues

We will look at historic and recent Federal, State, and local transportation funding levels and annual variation to estimate potential risks to availability or levels of these sources in the future, and to support the reasonableness of our revenue projections We will look outside Herkimer/Oneida Counties at the experiences of peer NYS regions and other areas with a similar planning and financial context, to provide further justification for the financial projections we include in the LRTP.

We will reconcile the new revenue projections with well-supported project cost estimates. Our project cost estimates will draw on existing guidance from NYSDOT and national sources, as well as recent project cost and operation/maintenance history from regions similar to the HOCTC MPA. We will escalate project costs to year-of-expenditure dollars considering that the cost environment for infrastructure projects has become much more inflationary than was the case in the previous HOCTC LRTP.

With these revenue and cost projections in hand, we will apply a straightforward, systematic project prioritization methodology that we have successfully applied in other LRTP development processes in similar planning contexts, which is fully consistent with performance-based planning requirements.

The methodology we recommend for this LRTP development process will enable HOCTC to meet its timeline for publishing the updated LRTP while setting up a conversation about project prioritization that can continue in the period leading up to the development of the next LRTP.

Our proposed prioritization process consists of the following steps:

- Select project evaluation criteria based on regional performance measures. We will select project evaluation criteria that can be evaluated today based on available data and analysis tools, or that can be objectively scored using a qualitative scoring system. We recommend that HOCTC select evaluation criteria that are mode-neutral and that are aligned with the region's transportation goals and objectives. We will work with HOCTC to select appropriate project evaluation criteria. We anticipate incorporating environmental resource assessments and equity analysis (e.g., Justice40 and similar indices) into the assessment criteria.
- Assign weights to criteria. Weighting performance measures allows project scores to reflect the relative significance of various evaluation criteria, as compared to one another, in the scoring process. The weighting system may align with the three different spatial scales of travel such as:
  - Travel within Communities.
  - Cross-County Mobility and Access
  - Regional Connectivity.

Weights can be defined to vary by the level of significance of each measure for each scale of travel. As an example, Delay Reduction is not as significant a factor in determining project benefits for Travel Within Communities, as transportation needs within this scale often focus on slower, safer, multimodal

trips. This factor is of greater significance (and therefore of greater weight) within the Regional Connectivity scale, however, as the efficient movement of people and goods is vital to the regional and state economy. The different weighting system will allow projects to be scored and ranked according to unique needs of each scale.

To obtain buy-in on the weights for goals and performance measures, we propose conducting a workshop with the LRTP TAC during the initial discussion of goals and objectives in the LRTP TAC meeting. We will conduct a formal "pairwise" stated-preference survey exercise to be completed by the LRTP TAC members to determine which performance measure categories are highest priorities, relative to the others, within each scale of travel. We will then use the statistical inferences from this information to assign draft weights to the goals and their associated performance measures, for incorporation into the project prioritization scoring process.

- Assign Each Project to a Scale of Travel. We will assign all the LRTP projects to a scale of travel, given the project's need and purpose, as well as other attributes like roadway functional classification. The scale of the project is needed to apply the appropriate performance measure weights, enabling the significance of various evaluation criteria to vary given the geographic scale of each project, and its role in addressing transportation needs of Herkimer and Oneida Counties residents, businesses, and visitors.
- Calculate a Score for each Project. We will calculate scores by first generating a value for each performance measure for each project. We will then normalize these values for each measure, for each project. For example, we will normalize each measure for each project to a 0-1 scale by dividing each score by the highest scored project within each performance measure category. This supports a relative comparison between projects within and across each goal and scale of travel:
  - Project with the largest performance impact within each category receive the highest rank.
  - Project with the least performance impact within each category receive the lowest rank.
  - All other projects ranked based on relative level of performance impact between the minimum and maximum.

For each performance criterion, we will multiply the project's normalized rank by the appropriate performance category's weight to produce a score within each category. For each project, we will calculate the sum of weighted scores across all performance criteria to provide a total project score on a 0–100-point scale.

The result of the project evaluation exercise will be a ranked list of projects, by score, within each of the three scales. We will combine projects across scales based on total point value, and sort them into one of four project ranks, based on general groupings of project scores. The project ranks (which could be called "Tier 1" through "Tier 4" or other descriptions of HOCTC's choosing) can be used to simplify presentation to the LRTP Advisory Group and other stakeholders.

For the purpose of presenting the project priorities in the Implementation Plan portion of the LRTP, we will describe packages of projects that, together, will help HOCTC achieve discrete policy goals and objectives. For example, we might describe a package of accessibility-oriented transportation strategies that have been proven to perform well in New York State, such as improvements to sidewalk connectivity, bike network improvements, maintenance of existing roadways, and continued support for local fixed route and dial-a-bus services, plus complementary paratransit, and human services transportation. We will work with system owners and operators to prioritize asset management strategies and major capital investments based on the outputs of their own management systems and decision support processes. Finally, we will convene the LRTP TAC during this task to gather input on priorities where there are more projects proposed than funding available.

Deliverables

- Establish a financial plan and program of projects that USDOT and NYSDOT concur is fiscally constrained and reflective of the goals and policies utilizing financial projections (as provided by NYSDOT and other sources), assumptions on Federal funding trends, considering conclusions developed in the LRTP Update, and noting environmental justice and other associated impacts.

Task 8: Documentation

The Transpo team will prepare chapters of the LRTP as part of each task described above, each of which will be reviewed by HOCTC staff and the project leadership team prior to incorporating the information into the full LRTP documentation.

The LRTP will address the Federal transportation planning requirements and reasonably satisfy comments made during the public involvement phase of the project. Transpo had recent success in similar efforts with the Greater Buffalo Niagara Regional Transportation Council (GBNRTC) LRTP as well as the LRTP for Orange County (NY).

After preparing the first draft of the LRTP and performing the financial analysis, the next effort of the LRTP preparation will be to prepare the final LRTP. This will necessitate engagement with stakeholders and the public to gather feedback on the new fiscally constrained LRTP. We will prepare material for and organize the Public Hearing (in the LEP identified languages), and we will record the substance of all comments received at the Hearing. The final LRTP will include as an Appendix the full written record of all comments received on the draft LRTP (along with meaningful responses drafted by the Transpo Team) and substantial work efforts that formed part of the LRTP update.

In the final LRTP, we will focus on providing HOCTC with the expertise necessary to further develop the projects identified in the LRTP and implement them (through the UPWP and TIP processes) in years to come, after the publication and adoption of the LRTP. The goal of the final approved LRTP Update is that it will be written in clear, concise, and straightforward language accessible to members of the

public. For instance, where specialized terminology cannot be avoided, we will include the terms in a Glossary section of the document.

Transpo's Creative Design team will work with HOCTC and Transpo Team technical staff to incorporate a more graphically rich final LRTP (prepared using InDesign), with a higher level of infographics, charts, and graphs than in HOCTC's previous LRTP. The objective will be to ensure that the LRTP is written at an accessible level and that messages are reinforced in multiple ways through narrative text and visualizations.

Finally, we will prepare the LRTP's Executive Summary to be a quick read that communicates the key messages of the full LRTP document and will translate it into HOCTC's LEP languages.

Deliverables

- Final draft of the LRTP Update subject to TAC comment/discussion/input
- All associated documentation of process and products in original electronic format for HOCTC records
- Final LRTP Update for presentation to Governmental Policy and Liaison Committee (GP&L)
- Executive Summary of the LRTP Update in English and up to five additional LEP languages

PROJECT SCHEDULE

The detailed project schedule will be developed in coordination with HOCTC at the outset of the project and will be driven by the overall December 2024 deadline and key meetings required for plan adoption. Key deliverable deadlines include:

- HSPT complete by June 30, 2024
- LRTP substantially complete by September 1, 2024
- LRTP Final Draft: Begin 30-day Public Comment Period- October 1, 2024
- Allow for final revisions, incorporation of public comment, final review, and edits- November 2024
- GP&L meeting for final adoption in December 2024

BUDGET

Work will be performed on a time-and-material basis with a total budget not-to-exceed $200,000. The following summarizes the fee per task.

Task	Fee Estimate
1: Project Management	$11,760
2: Public Participation	$30,640
3: Integration of Previous and Current Planning Efforts	$18,040
4A: Goals and Objectives	$3,420
4B: Develop Socio-Economic Data and Data Collection / Analysis	$6,250
5: Transportation System	$23,830
6: Human Services Transportation Planning	$40,990
7: Performance-Based Planning and Programming of Projects	$22,240
8: Document	$19,870
99: Reimbursables	$15,000
00: Contingency	$7,960
Total	**$200,000**

REQUEST FOR PROPOSALS

HOCTC Update for the Long-Range Transportation Plan (LRTP)

RFP # 2023-371

ORIGINALLY RELEASED: OCTOBER 6, 2023 (OC RFP # 2023-363)

RE-RELEASED: NOVEMBER 10, 2023

PROPOSAL DUE: NOVEMBER 17, 2023 at 12:00 PM EST

SUBMIT TO THE ATTENTION OF THE:

Herkimer-Oneida Counties Transportation Council
Transportation Program Manager
Boehlert Center at Union Station
321 Main Street, 3rd Floor
Utica, New York 13501

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I. Agency Overview

The Herkimer-Oneida Counties Transportation Council (HOCTC) is the designated Metropolitan Planning Organization (MPO) and the regional entity charged with planning and programming federal transportation funds for highways, transit, non-motorized transportation, and other means of moving people and goods in central New York State. The HOCTC MPO works within federal transportation requirements and with the New York State Department of Transportation to plan and guide the development of the multimodal transportation system within the Metropolitan Planning Area (MPA) which encompasses the entirety of Oneida and Herkimer Counties. Oneida and Herkimer Counties, located in the center of New York State, combine to form a small urban area surrounded by vast rural areas.

The HOCTC, as the MPO, is charged with carrying out the federally required continuing, cooperative, and comprehensive performance-based multimodal transportation planning process for Oneida and Herkimer counties. As such, HOCTC is required to maintain a Long-Range Transportation Plan (LRTP) for the twenty (20) year vision of the transportation network with periodic updates every five (5) years.

II. Purpose of the RFP

The purpose of this RFP is to invite a Consultant to develop a 2025-2045 comprehensive Long-Range Transportation Plan (LRTP) as an update to the 2020-2040 LRTP "Going Places" for the HOCTC. The LRTP is updated every five years to identify evolving transportation-related needs and priorities in the region and adapt to population shifts, policy changes, new legislation and guidance (federal and state), and other changes affecting the region. Federal regulations require the 2025-2045 LRTP to be a financially constrained transportation plan. The update must demonstrate compliance with the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58) in accordance with Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) rulings, as described in 23 CFR §450. This compliance includes but is not limited to a review of the current scoring mechanism for prioritizing investments or projects and proposing adjustments as necessary to ensure performance-based planning is incorporated, performing revenue and project cost forecasting, and creating separate ranking categories for highway, transit, bicycle, pedestrian, safety, and other transportation project improvements. The cost of the development must be covered by state, federal, local, private, and other transportation revenues that can be reasonably expected to be available from 2025 through 2045. HOCTCs expects the cost of delivering the work outlined in this RFP not to exceed $200,000.

III. Project Background and Objective

HOCTC facilitates transportation planning by engaging the public and fostering strong partnerships between the MPO and other agencies, local governments, and communities. One of HOCTC's most important responsibilities is developing and implementing its LRTP in coordination with other regional and local planning efforts, while moving toward an agreed-upon vision for transportation in the MPA.

The last current HOCTC LRTP was adopted in December 2019, for the years 2020 through 2040. That plan, entitled *Going Places* sought to develop regional transportation policies, delineate transportation needs,

integrate agency responsibilities, and integrate federal performance-based planning and programming approaches into the transportation planning process. HOCTC would like to build upon this plan by refining and furthering the concepts, policies, and approach documented in that plan with an updated 2025-2045 LRTP. The time horizon for the updated LRTP is 2045 with an interim year of 2035. HOCTC is committed to continued improvement and innovation in the delivery of the 2050 LRTP update. The update will focus on greater coordination, while fully adhering to the guiding principles of the Infrastructure Investment and Jobs Act (IIJA).

The region's population centers are oriented primarily along the east-west Mohawk River Valley corridor. The entirety of the two counties, encompassing both urban and rural areas, is the HOCTC Metropolitan Planning Area (MPA). Of the roadways in the MPA, 81% are under local ownership. The two counties are each nearly the same physical size (Oneida is 1,212 sq. mi. and Herkimer is 1,411 sq. mi.), however, Oneida County (230,274) has approximately five times the population of Herkimer County (59,937). Within the two counties, there are 45 municipalities (3 cities, 16 villages, and 26 towns) in Oneida County and 30 municipalities (1 city, 10 villages, and 19 towns) in Herkimer County.

HOCTC has completed or has in progress multiple planning efforts that may inform the development of elements of the LRTP update. Such plans include, but are not limited to:

- Completed:
    - HOCTC LRTP Going Places 2020-2040
    - HOCTC Transportation Atlas for Oneida and Herkimer Counties
    - HOCTC Environmental Justice Analysis 2021 (EJ 2021)
    - HOCTC 2021-2024 Public Transportation – Human Services Coordinated Plan
    - HOCTC 2021 Electric Vehicle Charging Station Plan
    - HOCTC System-wide Analysis for Transit Based Transportation Connections
- In-progress:
    - Transportation Corridor - Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesee Street (NYS Route 921 C)
    - Safety Action Plan for Oneida and Herkimer Counties
    - Coordinated Public Transit – Human Services Transportation Plan for Herkimer and Oneida Counties

In addition to community-based plans, the LRTP update will link to other plans and build upon other performance-based transportation plans, programs and processes and support broader state, regional plans. The update will consider plans from the Bipartisan Infrastructure Law, such as the State Human Capital and Housing Coordination Plans, and should look to develop goals and objectives beyond traditional transportation performance (such as environmental sustainability, accessibility, resiliency and equity. These Plans include discussions of future infrastructure needs, future land use designations, and transportation policy, as well as providing insight into the growing needs of the region.

As a non-TMA MPO, it becomes extremely important that transportation projects utilizing its directly suballocated funds are studied, programmed, and developed according to a schedule that would lead to prompt utilization of those funds within a predictable timeframe so that funds are not in danger of lapsing. This plan should lay out the priorities for each directly suballocated funding source for the 20-year period,

paying special attention to project priorities that are expected to lead to funding applications during the first five fiscal years after the adoption of the LRTP, and those one to three years outside the five-year window that will need to be under project development during the next five years. Projects identified in the LRTP are expected to lead to inclusion in the Transportation Improvement Program (TIP), project development, and ultimately construction.

IV. Scope of Work and Add-on Tasks

This RFP provides for the tasks necessary to assist HOCTC and local stakeholders in the development of the 2025-2045 update to HOCTC's LRTP. The LRTP will use a performance-based planning and programming methodology to provide for a system-level, data driven process to identify strategies and investments for the HOCTC region. Such a process will help to define key goals and objectives for the LRTP update and to analyze and evaluate strategies and scenarios for meeting the stated goals developed for the Plan.

The LRTP will use 2045 as the horizon year, with an interim scenario year of 2035 to document and assess the need for transportation facilities in all modes, and policy direction over the next 20 years. Importantly, it will continue the new paradigm established in the previous plan update (2045) to provide a balanced transportation system that achieves optimum mobility and supports economic growth through improvements in multiple transportation modes. HOCTC would like to strike a balance between new infrastructure needs of a growing region, right-sizing infrastructure, system efficiency, and creating livable built environments for residents.

The LRTP update process will consider a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, and economic factors reflected by the LRTP's Goals, Objectives (G&O) and Measures/Performance Measures (PM) to identify future transportation needs. The 2025-2045 LRTP update will first evaluate the existing conditions and performance of the transportation system with respect to the existing performance targets and then weigh and balance the cost of newly identified transportation investments against anticipated future funding to ensure the LRTP update investment strategy is a fiscally constrained plan for the HOCTC MPA over the next 20 years.

The LRTP update will include a needs assessment identifying strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. In keeping with the intent and requirements of IIJA, and the requirements stipulated by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the New York State Department of Transportation (NYSDOT), this plan update will be multimodal in nature. It will include public transportation, transit, pedestrians, bicyclists, highways, rail, and freight transportation. Coordination with local airport management will be used to document airport improvements that are relevant to the regional transportation network. The LRTP update will consider new and emerging technologies and services such as electrification, automation, ride-sharing, and micro-mobility. Improvements in these areas should be linked to policies and funding opportunities in IIJA. The LRTP update will also include safety and security elements to meet the Federal requirements included in 23 CFR 450.

HOCTC has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal

development. Consultants must provide a detailed approach with their submission as to how each project task is to be accomplished. If based on consultant knowledge, the consultant believes the scope of work outlined in this RFP should be changed in any way or is too ambitious, the consultant must suggest changes in the proposal [as described in the Submission Instructions section of this RFP] and describe how those changes will better meet the project objectives. For this Scope of Work, references to the utilization of or work completed by in-house staff include staff of Oneida County, Herkimer County, and the HOCTC. At minimum, the Consultant shall be expected to establish detailed analysis, recommendations, and/or deliverables for the following Scope of Work tasks.

A. Scope of Work

Task 1: Project Management

This task involves activities required to manage the project including staff, equipment, and documentation. It also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices for reimbursement. In addition, this task includes progress meetings with HOCTC. It should be assumed that progress meetings will occur at least monthly and as needed in between.

The Consultant will assign a single person to serve through the life of the contract as Consultant Project Manager (PM). The PM must be the person identified in the selected firm's proposal and may not be changed without prior written notice to HOCTC. The PM is responsible for overall project management necessary to ensure the satisfactory completion of the 2025-2045 LRTP update, on time and budget, in accordance with the scope of services. The PM will serve as the direct point of contact and will be expected to ensure the consultant team is properly managed, adequate resources are available, submittals are timely, quality control processes are utilized for maximum benefit, and invoices are paid in a timely fashion.

To facilitate the development of the LRTP update a Technical Advisory Committee (TAC) will be established. The TAC will primarily consist of members of the state and local transportation planning agencies, HOCTC members, human service agencies, and community organizations that will guide the study throughout the planning process.

Task 2: Public Participation

Public input is a key component of all HOCTC's planning efforts. The planning process shall combine face-to-face meetings with the use of digital tools to enhance stakeholder participation leading to measurable feedback that can be utilized to develop the various elements of the plan. To maximize resources this effort is expected to be coordinated with other in-progress HOCTC planning activities. The plan will include a summary documenting all public involvement activities.

Public participation will be in accordance with HOCTC's Public Participation Plan and be integrated throughout the update of the LRTP and will involve the following:

- Stakeholder/Agency: The Consultant will work with the MPO to identify key stakeholders and MPO partners that are required to be included in the transportation planning process. These stakeholders/agencies may include local governments, freight companies, transportation providers, and representatives for pedestrians, bicyclists, and the disabled. The consultant will create an engagement strategy for these entities that satisfies Federal requirements.

- Digital Engagement: In conjunction with the meetings identified, the Consultant will engage the public utilizing digital means which may include, but are not limited to design, creation of a website, virtual public meeting or open house, and interactive techniques during public meetings.
- Outreach: The consultant should propose a strategy that incorporates outreach efforts in both traditional and online media.

The update will be developed using inclusive and representative processes to pursue a comprehensive approach to advancing equity for all, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous, Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The consultant will conduct an analysis of underserved communities that includes population characteristics and an initial equity impact assessment. This will allow socio-demographic data to be overlayed with technical transportation system data and will help inform and identify future projects and programming needs.

Public engagement and stakeholder involvement should capture what is important to the public and the stakeholders with respect to achieving the national goals and planning factors, as well as inform the development of the vision, goals, and objectives within the local context.

Task 3: Integration of Previous and Current Planning Efforts

In the past ten years, HOCTC has completed numerous plans. These plans contain transportation policy, future projects, and project timing among other topics. To solidify these priorities and to carry the elements of these studies forward, HOCTC would like the consultant to incorporate the findings of these planning efforts into the LRTP. Such plans are listed in Section III of this RFP. Other documents relevant to this task may include local comprehensive plans. The consultant should work with HOCTC to incorporate elements of these plans into the LRTP update.

The foundation of the LRTP update is the 2020-2040 LRTP 'Going Places'. The outline of that document should be the framework to build upon and incorporate the current legislation, FHWA, and FTA guidance. This includes the U.S. DOT's seven key elements of a Performance-Based Plan: 1) Context Setting Information, 2) Goals and Objectives, 3) Performance Measures and Targets, 4) System Performance Report, 5) Identification of Needs, 6) Strategies, Investments, and Financial Plans, and 7) Connection to Programming.

This RFP offers a unique opportunity to update both the LRTP and Coordinated Public Transit-Human Services Transportation Plan (CPT-HSTP) in a coordinated and cooperative manner. This, combined with other in-progress studies offers HOCTCs a rare chance to coordinate plan goals, priorities, and outcomes during an update process, rather than through sequentially adopted plans or policies.

Task 5: Goals and Objectives

The 2020-2040 LRTP included goals and objectives, derived both locally and from federal guidance. These goals and objectives are currently used to not only score and rank projects during funding solicitations but also to direct HOCTC's transportation planning efforts.

HOCTCs would like to evaluate and refine these goals and objectives from the 2020-2040 LRTP to best reflect the status of the planning areas. This will help to provide clear direction on preferred regional outcomes on a variety of transportation related topics. This effort should include discussion and coordination with HOCTC staff and its regional partners to gain perspective amongst agencies and to garner feedback on issues important to local jurisdictions.

Task 4: Transportation System

The great diversity in the HOCTC planning area's density of development is reflected in its transportation system network. The 2020-2040 LRTP laid out a fresh vision for the region's transportation assets and services for the next 20 years, with a horizon year of 2040. With the update, HOCTC is ready to dive deeper and evaluate each modal component of the transportation network, with the goal of being able to identify the strengths, weaknesses, opportunities, and threats. The update should capture all of this and offer real-time and aspirational planning solutions, best practices, and methodologies to build a stronger more resilient multi-modal transportation network. The discussion and planning should focus on the system, however, each component must be addressed independently. The listing below provides the base premise for how each is included in the LRTP update.

1. Highways and bridges – to consider the efficiency of the road transport system and how it supports a better quality of life, safety, and economic development
2. Bicycle and pedestrians – to consider the current level of connectivity, local conditions, and the relationship to the regional network and how the network needs to be integrated
3. Public Transit – to consider how public transit options can improve health and health equity by reducing traffic crashes and air pollution, increasing physical activity, and improving access to medical care, healthy food, vital services, employment, and social connection
4. Micromobility – to consider the viability of micromobility in the planning area as a way to provide expanded transportation options for short-distance trips

Herkimer and Oneida County are in an attainment area for Air Quality, and therefore not subject to Congestion, Mitigation, and Air Quality Improvement Standards. Regardless, the LRTP update will consider reducing motor-vehicle-related pollution such as air pollution and greenhouse gas emissions, incorporate lower-carbon pavement and construction materials, support fiscally responsible land use and transportation efficient design that reduce greenhouse gas emissions, and include stormwater management practices and other climate resilience measures or features that improve the built and/or natural environment while enhancing resilience.

Resiliency, extreme weather, and the effects of climate change will be evaluated to understand the direct impact on the transportation system. Where feasible, countermeasures and evidence-based practices will be identified to be incorporated into future projects, with the purpose of mitigating climate change effects and the impact of extreme weather events on the transportation system.

Task 5: Human Services Transportation Planning

To be incorporated with the LRTP update is the update to the locally developed 2021-2024 Coordinated Public Transit-Human Services Transportation Plan (CPT-HSTP) to meet the unified comprehensive strategy for public transportation service delivery requirements of the Federal Transit Administration (FTA), particularly under the Enhanced Mobility for Individuals and Individuals with Disabilities (Section 5310) Program

The CPT-HSTP update will address public transit and human service transportation to enhance mobility for the region's seniors, disabled, and low-income persons while focusing on improving coordination and creating efficiencies for the transportation network and existing transit providers. Emphasis should be placed on how mobility management can play a key role in focusing human service transportation coordination efforts in the future.

The CPT-HSTP update shall be prepared with the active involvement of and consultation with public, private, and non-profit transportation providers, transportation users, and stakeholders throughout the urbanized area. The plan shall be developed and approved through a process that includes participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public that utilize these transportation services. The HOCTC planning area with the HOCTC Transportation Coordination Committee (TCC) serving as a steering committee.

Task 6: Performance-Based Planning and Programming of Projects

The development of future projects utilizing federal funding suballocated to this region is a critical element of the LRTP. This listing of project priorities serves as a basis for necessary transportation improvements needed over the life of the plan and provides the agency and its partners a roadmap in guiding funding decisions.

HOCTC will continue to work with its state and federal partners to ensure all plans, projects, and activities of the MPO are carried out in compliance with federal transportation authorizations. This is in conjunction with ensuring that the MPOs' goals and objectives are aligned with the NYSDOT, FTA, and FHWA adopted goals and objectives. The National Goals established are outlined below:

1. Safety
2. Infrastructure Condition
3. Congestion Reduction
4. System Reliability
5. Freight Movement and Economic Vitality
6. Environmental Sustainability
7. Reduced Project Delivery Delays

In keeping with the memorandum dated December 30, 2021, jointly issued by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the Consultant will propose a methodology for incorporating the following PEAs into the planning process.

1. Tackling the Climate Crisis
2. Equity and Justice40
3. Complete Streets
4. Public Involvement
5. Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination
6. Federal Land Management Agency (FLMA) Coordination
7. Planning and Environment Linkages (PEL)
8. Transportation Planning Data

The LRTP is required to be a fiscally constrained document. The consultant will work with HOCTC to develop fiscal constraint (funding that can be reasonably expected over the life of the plan that can be used to implement, maintain, and operate the transportation system) which is required to be inflated over the life of the plan. This can be based on past projects funded through the TIP and the current funding levels within IIJA.

The consultant will be required to develop future projects stemming from the needs identified by both transportation demand and maintenance needs identified by local jurisdictions utilizing a performance-based planning and programming methodology. The consultant will develop three separate project tables: 1) total project needs, 2) fiscally constrained project needs, and 3) visionary future projects (large projects outside of fiscal constraint and 2045 needs). These project tables should be organized into five-year time bins based on need. The consultant should develop a methodology to prioritize needs across modes based on environmental resource assessments and environmental justice and equity analysis and develop funding scenarios for the fiscally constrained needs table listed above.

Task 7: Document

The consultant will prepare technical memorandums that represent the information developed in each individual task as they are completed. These will be made available to HOCTC and the project leadership team for review during the development of the LRTP. These can be used in the development of the final document at the end of the planning process.

A. Plan Content

The Consultant will deliver a final plan that addresses all Federal transportation planning requirements and reasonably satisfies all comments made during the public involvement phase of the project. The plan will include a description of the public engagement and contain a summary of how the feedback was incorporated into the decision-making process.

B. Plan Recommendations

The Consultant will use the financial assessment of the anticipated costs and revenues to prepare a realistic list of projects for construction based on the anticipated funding levels. Identified projects which cannot reasonably be forecasted to have available funds by 2045 will be grouped as illustrative projects.

C. Draft Plan

The Consultant will develop a draft plan for consideration by the public, stakeholders and policy makers and revise the draft in consultation with the HOCTC and federal agency review. All outreach will be compliant with the MPO's Public Participation Plan.

D. Graphics

The document and technical memorandums should be as graphically rich as possible and shall include charts, graphs, infographics, etcetera where applicable. These graphics should be developed along with the content in the technical memorandums so that they can be reviewed by HOCTC.

E. Executive Summary

The consultant will be required to develop an executive summary. The consultant should propose how it would develop such a summary and what it will look like. The executive summary should encompass and

explain all important elements of the LRTP (as determined through conversations with HOCTC staff and the project leadership team).

F. Final Document

The culmination of the process should result in an LRTP that is coordinated, comprehensive, and continuous. It should meet federal non-TMA requirements as well as contain state and local goals, policies, and initiatives. The document should be graphically rich and be able to be both used for technical purposes and be understandable to the public.

HOCTC will require PDFs of the document and appendices that are suitable for both printing and for posting on our website. This may involve providing documents of different file sizes. Products developed during the process, such as Word or Adobe or InDesign files, spreadsheets, GIS layers, map files, etc. shall be provided to HOCTC upon adoption of the plan to ensure that we have possession of the files needed to process future amendments.

B. Add-on Tasks

These are not required to be included in the response/proposal for RFP 2023-363.

The following Add-on tasks are not to be included in the scope of work outlined previously.

HOCTC has identified the following Add-on Tasks as critical to delivering the Metropolitan Planning Program and progressing the LRTP. For the Add-on Tasks, all may be proposed or only a selected few. If a proposer chooses to offer Add-on Tasks, they must provide a statement of qualifications, scope, cost, and working time for these items.

The Add-on Task proposal must be presented separately from the proposal for RFP 2023-363. It shall be titled "Add-on Task Proposal for HOCTC".

Add-On A: Transportation Atlas

An update of the Transportation Atlas for Herkimer and Oneida Counties. The comprehensive atlas styled book will be an intuitive, user-friendly resource for the public and elected officials to utilize in obtaining a comprehensive understanding of the transportation system Herkimer and Oneida Counties. The Atlas update will be graphically rich for the purposes of 1) Illustrating the existing trends of the transportation network in Herkimer and Oneida counties, 2) Illustrating the future of the transportation network, and 3) Illustrating the goals and objectives of HOCTC.

Add-On B: Freight Network Analysis Modeling

The freight network analysis and modeling shall build upon the inventory of existing conditions and an assessment of current and future freight needs for HOCTC. The analysis will consider changes in industrial development within the HOCTC planning area, including and operations of the overall supply chain and logistics industry. The analysis and modeling process may use any combination of regional and local area travel demand models, analytical tools, visualization tools, and methodologies that useful information in progressing the LRTP and the transportation planning process for HOCTC.

Add-On C: LRTP Scenario Planning

The use of scenario planning to assist in assessing gaps or deficiencies noted through the analysis of the System Performance Report, other data sources and engagement with the public and stakeholders to

look at future states or conditions that might prompt the incorporation of alternative responses to different types (or frequency) of factors and trends such as significant weather events, a future that assumes a more significant shift in traveler behavior to non-auto modes, or a future where 30 percent of the vehicles on the road are essentially "driverless." Consideration of alternate future scenarios can result in the identification of new technology or data needs and investments, more communication and coordination across emergency response stakeholders, new multimodal strategies, and other insights that can be factored into LRTP goals and objectives.

Add-On D: LRTP Implementation

This task will support the implementation of the LRTP goals and objectives and projects. Implementation assistance will cover a variety of formats (written products, tabular analysis, data collection, visualization, engagement, spatial analysis, report development, infographics, and other similar and related formats), to support HOCTC in delivering the Federal transportation planning program. This will include maintaining compliance with all Federal statutes and regulations to deliver the requirements for a "continuous, cooperative, and comprehensive" (3-C) metropolitan multimodal transportation planning process (23 USC §134; 49 USC §5303; 23 CFR §450.300).

V. Required Contents & Submission Instructions for Proposal Package

Proposers may be firms, individuals, or teams of firms and/or individuals. Please note that materials submitted to Oneida County are subject to the Freedom of Information Law (FOIL). If a proposer provides material(s) of a confidential nature for disclosure to third parties, the proposer should indicate the specific material(s) it considers confidential. Subject to the provisions of FOIL and any other applicable laws, Oneida County may agree to maintain the confidentiality of such material(s), if requested. Oneida County assumes no responsibility for any loss or damage resulting from any determination requiring disclosure of information pursuant to FOIL.

A. Required Contents

Each proposal shall be concise and comprehensive. Proposals that do not include all required documentation, are not submitted in the required format, are submitted late, or are submitted to the incorrect address, may be deemed to be non-responsive. Non-responsive proposals shall receive no further consideration. Below is an outline of the required contents for the proposal package. This should be used as the base template for the organization of the proposal package.

1. ***Cover letter including a statement of qualifications*** explaining how the proposer is qualified to perform the work and describing: the interest the proposer has in working on the project, what uniquely sets them apart from other equally qualified proposers, naming the lead firm, and all sub-consultant firms (no more than three (3) pages).

2. ***Professional background*** information about the proposer including the legal name, legal address, state of incorporation, and type of business. If the proposer is owned by another entity or person, provide the legal name, address, state of incorporation, and type of business of the owner. All sub-consultants must be identified and include the same information. A brief description of the areas of expertise, qualifications, and experience must be provided for all participating firms and sub-consultants named (no more than two (2) pages per firm).

3. ***Project management plan*** identifying the project manager and all staff working on the project indicating roles and responsibilities. An organizational chart must be included to indicate the project management structure for all firms and individually for each firm outlining the roles and responsibilities. Brief resumes of the personnel working on the study for the lead firm as well as all sub-consultant firms are required. Ensure that the titles of the identified personnel match those on the resumes and in the cost proposal. Failure to properly identify personnel significantly reduces the credibility of the proposal.

4. ***Detailed scope of work*** that demonstrates the proposer has a clear understanding of the issues associated with this project and communicates the proposer's ability and approach to completing the required scope of work tasks outlined in this RFP. If based on the proposer's knowledge or experience, the proposer believes the scope of work should be changed in any way or is too ambitious, the proposer must suggest changes in the proposal and describe how those changes will better meet the project objectives. Any proposed changes must be identified within the scope of work and articulate the reasoning. Proposers are encouraged to incorporate out-of-the-box approaches and value-added processes, utilize new technologies, and draw from best practices to deliver a superior product.

5. ***Project schedule by task*** must be included. The HOCTC LRTP update is required to be adopted by December 31, 2024. The project working timeline may continue beyond this date.

6. ***Examples of relevant previous work*** that demonstrate the Proposer has the technical capabilities, experience, and interpersonal skills to perform the required tasks will be required. The examples should reflect the work of personnel to be assigned to this project, particularly the project manager, on studies similar in type, size, or scope. Include the name of the reference, contact person, email or telephone number, the period of the contract, description of contract work, and dollar value of work performed. Oneida County reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process. No more than six (6) examples should be provided for *all* participating firms.

7. ***Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) Programs***
   HOCTC will make every effort to comply with U.S. DOT 49 CFR Part 26, to ensure that equal opportunity to participate is afforded to all entities. The Federal Disadvantaged Business Enterprise (DBE) program promotes the use of DBEs in all types of federally assisted contracts and procurement activities and does not apply to 100% state or locally funded contracts. The Federal DBE program is a separate program and subject to different requirements than the New York State (NYS) Minority Business Enterprise (MBE) and Women-owned Business Enterprise Program (WBE). NYS M/WBE applies to projects funded by NYS. Only those M/WBE firms that are certified by the New York State through Empire State Development and the Division of Minority and Women's Development (DMWBD) qualify under this provision. To obtain a listing of certified M/WBE firms or information the New York State Contract System ("NYSCS") enables users to search for NYS M/WBE certified firms through Empire State Development and the Division of Minority and Women's Development (DMWBD) at https://ny.newnycontracts.com/

Oneida County will make every effort to comply with U.S. DOT 49 CFR Part 26, to ensure that equal opportunity to participate is afforded to all entities. The Federal Disadvantaged Business Enterprise (DBE) program promotes the use of DBEs in all types of federally assisted contracts and procurement activities and does not apply to 100% state or locally funded contracts. The Federal DBE program is a separate program and subject to different requirements than the New York State (NYS) Minority Business Enterprise (MBE) and Women-owned Business Enterprise Program (WBE).

The Oneida County M/WBE goal for Oneida County is 1.6 %. The FHWA DBE transportation project goal is 12.85%. The percentages for each goal may be cross-counted to be met, with 13.83% being the highest percentage needing to be reached cumulatively.

The Proposal shall make a good faith effort to attain the M/WBE goals for Oneida County. If the M/WBE or DBE goals are not met, the Proposer shall document the good faith efforts to utilize certified M/WBE or DBE firms to attain these goals, and why they were not.

B. Cost Proposal

The cost proposal must be in a separate sealed envelope marked 'Cost Proposal - RFP # 2023-363'. Non-compliance with this requirement shall result in the Proposal being deemed non-responsive. The cost proposal shall include:

1. All anticipated costs and expenses associated with completing the scope of work. Include indirect costs, overhead rates, fringe benefits, document production, graphics, meeting costs, technology costs, travel, and administrative services. The County will require the consultant to secure various insurance coverages and to name the County as an additional insured on such insurance policies. The cost of insurance should be considered in developing the cost proposal.
2. All assigned staff billing rates, hours assigned per task, cumulative hours per task, and specify which firm is providing the task services. This must be completed for all firms identified in a management plan.
3. Additional information is required to support the reasonableness of the submitted cost proposal.
4. All Oneida County Certifications (Appendix C-1) must be completed, signed, and provided for all firms participating in the proposal. This will be included as Attachment 1 of the Cost Proposal.
5. A sample master service agreement is included in Appendix D, and it will incorporate the requirements set forth in all other Appendices. Any exceptions to this sample agreement must be identified in writing and will be included in Attachment 2 of the Cost Proposal.

The cost proposal shall not include any cost incurred with the development and submission of the proposal. All costs incurred with the development and submission of the proposal, prior to full execution of a contract, shall be at the selected Consultant's sole expense.

C. Proposal Evaluation

HOCTC/Oneida County reserves the right to reject any or all proposals associated with this work. Dependent on the number of proposals received, HOCTC/Oneida County reserves the right to complete a technical review utilizing the criteria outlined. Based upon the review of each proposal, the highest-scoring Proposers may be invited to interview. HOCTC/Oneida County reserves the right to not conduct interviews, dependent on the proposals received and the technical reviews. Firms not selected for interviews will be notified via email within thirty (30) days of the RFP proposal deadline. HOCTC/Oneida County may conduct discussions with any Proposer, at any time during the RFP process, to determine the Proposer's qualifications for further consideration. A qualified proposer will be selected based on the following evaluation criteria:

1. Project understanding and the proposed scope of work (30 pts.)
2. Proposed project schedule, budget, and work indicated to be accomplished (30 pts.)
3. Professional Qualifications of Consultant Firm/Team (20 pts.)
4. Experience completing Long Range Transportation Plans in small urban and rural areas (20 pts.)

Proposers may be asked to provide additional written information beyond what is contained in their Proposals. Oneida County has established a Selection Committee whose role shall be to evaluate each proposal based on the evaluation criteria. The final selection of a proposal/ consultant team will be conditionally awarded by Oneida County. Final award until final approval is granted, the contract is approved by the Oneida County Board of Legislators, and the contract documents are executed by Oneida County and returned to the selected team.

D. Proposal Package

Specifications for proposal package:

1. One (1) electronic copy in Adobe PDF format (downloadable file or link to a file transfer site) of the completed proposal must be received by 12:00 pm EST on November 17, 2023.
2. File size is capped at 20 MB for email acceptance. Larger files will need to be sent through a file transfer site or delivered on a USB drive to the address in #5.
3. A transmittal form or memo must be included with the proposal and reference RFP 2023-371
4. Proposals are to be sent using the following format:

   Subject: Team name_Submission for RFP # 2023-371
   Email: transplan@ocgov.net
   File naming convention: Team name_proposal for RFP # 2023-371

5. Optional: a backup hard copy and/or USB flash drive may be mailed to:

   Oneida County Department of Planning
   Transportation Program Manager
   321 Main Street, 3rd Floor

Utica, New York 13501
Attn: RFP 2023-363

E. Timeline

Approximate RFP timeline for solicitation and award of contract.

Procedural Step	*Date*
RFP Release Date	November 10, 2023
RFP Active	7 days from release
Deadline for Questions	November 14 at 12:00 PM EST
Questions & Answers Posted	November 15 at 12:00 PM EST
Deadline for the submission of proposals	November 17 at 12:00 PM EST
Technical Reviews	November 20-21, 2023
Interviews (if applicable)	November 22, 2023
Consultant Selection/ Notification	November 29, 2023
Conditional Contract Award	December 2023
Contract Award Date	January 2023
Contract Duration	18 months
Contract Complete Date	June 2025

F. Conditional Contract Award

A Conditional Contract Award will be made according to the timeline in item E. This Conditional Contract Award will stand until such time that HOCTC/Oneida County has fully executed a contract with for the SOW within this RFP. The consultant shall not incur any chargeable costs during the time of the Conditional Contract Award. If costs are incurred, they will be the sole responsibility of the consultant and Oneida County will not provide any form of reimbursement.

G. Questions Regarding this RFP

Questions specifically relating to this RFP shall be accepted in writing only. Proposers are welcome to submit questions regarding the content in or process governing this RFP up until November 14, 2023, at 12:00 pm EST.

1. Questions shall be directed to:

   Subject: RFP # Question
   transplan@ocgov.net

   or hard copy:

   Herkimer-Oneida Counties Transportation Council
   Boehlert Center at Union Station

321 Main Street, 3rd Floor
Utica, New York 13501

2. Oral questions will not be accepted. Any perception of an oral answer to a question asked relative to this RFP will not be binding on Oneida County.

3. There will be no pre-submission meeting. All questions will be addressed in writing using the methodology outlined herein.

4. All questions and answers will be posted at the same location where the RFP is published, https://ocgov.net/departments/purchasing/rfps/.

5. All questions submitted will be answered directly to the asker.

6. To ensure all proposers have equal access and knowledge of all questions asked and answered regarding this RFP, questions received after the last question deadline of 12:00 pm EST on November 14, 2023, will not be answered.

7. To ensure fairness of process to all proposers, apart from any technology, internet, or nature-based unforeseen delays to posting, all questions will be answered in chronological order, as submitted.

H. Additional Information

1. All information and materials submitted will become the property of HOCTC/Oneida County and may be subject to disclosure pursuant to the Freedom of Information Law, subpoena, or court order. Proposers should not submit proprietary or confidential business information unless they believe such information is critical to the proposal. Such information should be identified. HOCTC/Oneida County will protect such proprietary information only to the extent that the law allows.

2. HOCTC/Oneida County shall not be liable for nor pay any costs incurred in the preparation of a Proposal in response to this request, and shall not be liable for any costs, expenses, or fees of the successful respondent accrued before the County authorizes the respondent to begin work.

3. HOCTC/Oneida County reserves the right to cancel this RFP or reject any or all proposal packages received as a result of this request, in whole or in part, without liability and without notice; to negotiate with selected Proposers, or to cancel in part or its entirety this RFP, if it is determined to be in the best interest of the HOCTC/Oneida County to do so.

4. A low-cost proposal does not necessarily guarantee the award of the RFP. All proposal evaluation criteria and required components included in this RFP will be considered.

5. The awarded Proposer shall enter into a contract with Oneida County and be subject to legal requirements established by Oneida County.

6. The Deputy Commissioner of Planning (or designee) will serve as the Project Manager and manage the contract and all other project-related tasks.

7. The awarded Proposer shall comply with the Federal Clauses and Certifications attached as Appendix A.

8. The awarded Proposer shall comply with the Standard Oneida County Conditions attached as Appendix B.

I. Standard of Conduct for this RFP

The purpose of the standards of conduct is to provide for the fair and equitable treatment of persons and companies involved with the procurement processes for professional service contracts entered into by Oneida County. This includes terms for protests and appeals and disputes. The governing policy for this RFP is the County of Oneida, Procurement Policy, which is available at https://ocgov.net/departments/purchasing/.

VI. Appendices

A. Standard Clauses For New York State Contracts
    1. Supplemental Title VI Provisions (Civil Rights Act)
B. Requirements For Federally Aided Transportation Projects
C. Standard Oneida County Conditions
D. Master Services Agreement

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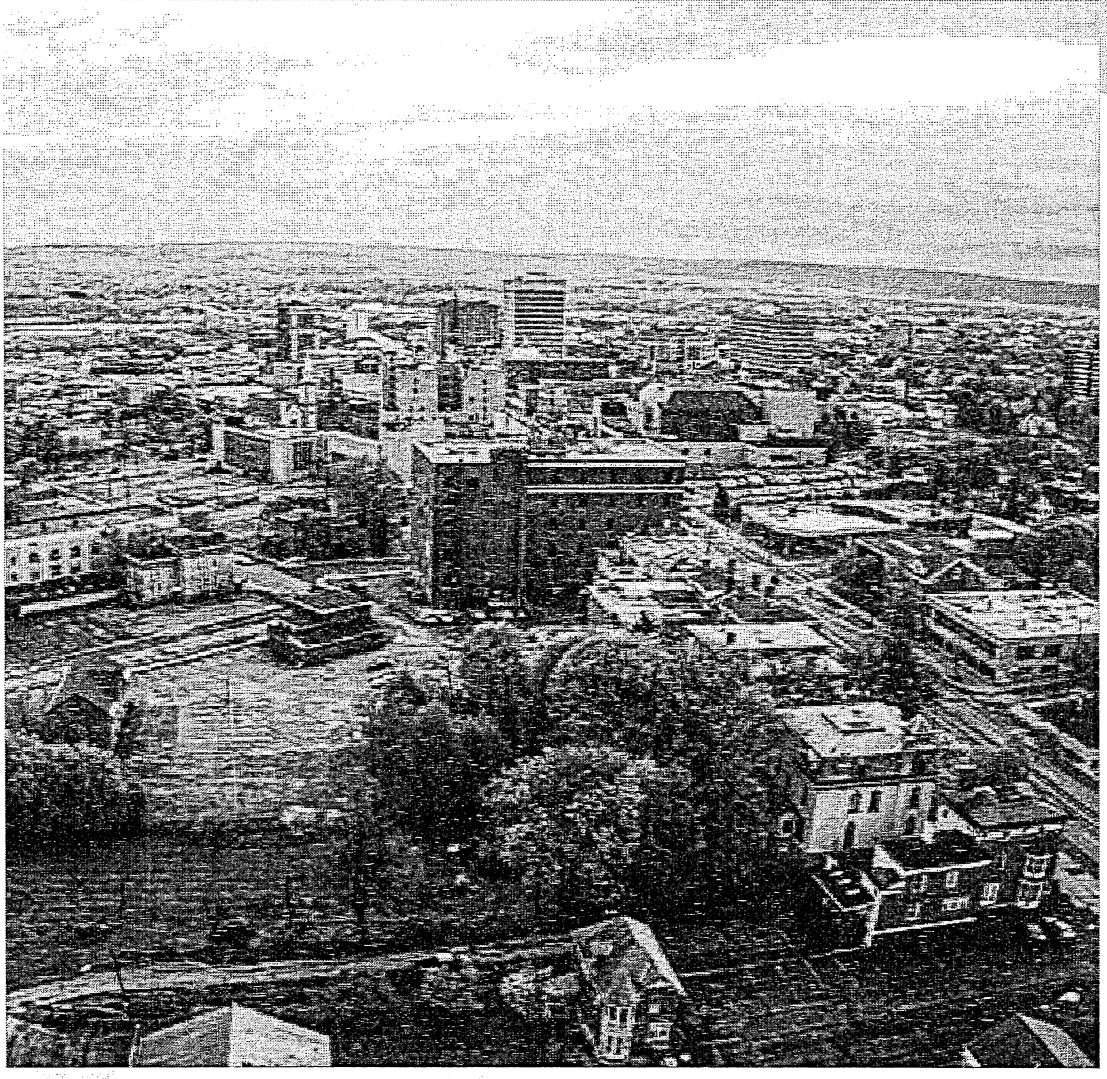
HERKIMER-ONEIDA COUNTIES TRANSPORTATION COUNCIL
COST PROPOSAL FOR RFP # 2023-363

HOCTC UPDATE FOR THE LONG RANGE TRANSPORTATION PLAN (LRTP)

COST PROPOSAL AND REQUIRED FORMS



November 3, 2023

Prepared by:

TRANSPO GROUP
118 Maple Ave, Ste 2
New City, NY 10956

845.207.0786

In association with:

CAMBRIDGE SYSTEMATICS

PUBLIC WORKS PARTNERS

TRANSPO GROUP COST

Only key staff are shown, consistent with the organization chart and resumes provided in the proposal. Other staff may work on and charge to the project based on specific expertise and efficient use of budget. Pay rates effective for 24-months from contracting.

	Transpo									Cambridge Systematics		Public Works Partners
	PIC	Project Manager	LRTP Task Lead	LRTP Specialist	HST Task Leader	Sr. Graphic Designer	GIS Analyst	Transp. Planner	HSTP Specialist	Data & Inno. Task Lead	Data Specialist	Outreach Specialist
initials	J. Duesing	S. Herzstein	M. Fry	S. LeVine	C. Titze	J. Jessen	J. Den Haan	A. Crockett	H. Genum	N. Pun	L. Bennett	M. Lee
cost rate	$340	$265	$210	$265	$275	$255	$130	$140	$220	$326	$192	$280

Labor:

Work Task													Hours	Cost
Task 1: Project Management	6	24	16										46	$11,760
Task 2:: Public Participation		8				24						80	112	$30,640
Task 3: Integration of Previous and Current Planning Efforts		2	12	6				24		12	32		88	$18,040
Task 4A: Goals and Objectives	2	4	8										14	$3,420
Task 4B: Develop Socio-Economic Data and Data Collection / Analysis	2	2	8					24					36	$6,250
Task 5: Transportation System	2	6	32	40			24	8					112	$23,830
Task 6: Human Services Transportation Planning		4			40	6		70	80				200	$40,990
Task 7: Performance-Based Planning and Programming of Projects	4	8	24	40			24						100	$22,240
Task 8: Document	8	12	20	8		30							78	$19,870
Total Hours	24	70	120	94	40	60	48	126	80	12	32	80	786	
Labor Costs	$8,160	$18,550	$25,200	$24,910	$11,000	$15,300	$6,240	$17,640	$17,600	$3,912	$6,128	$22,400		$177,040

Reimbursable Expenses:

	Transpo	CS	PWP
Travel, Hotel, Taxi, & Air Fare	$12,000	$2,000	$1,000
Total	$15,000		

TOTAL ESTIMATE **$192,040**

REQUIRED FORMS

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IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "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 service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

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.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

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.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION (SFL § 165)

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

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Transpo Group USA, Inc
Legal Name of Organization

October 26, 2023
Date

John Duesing
Signature

John Duesing
Printed Name

Executive Director
Title

SIGN AND RETURN WITH FULL PROPOSAL

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "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 service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

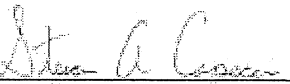
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

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.

Cambridge Systematics, Inc.
Legal Name of Organization

10/17/2023
Date


Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

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.

Cambridge Systematics, Inc.
Legal Name of Organization

10/17/2023
Date

Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Cambridge Systematics, Inc.
Legal Name of Organization

10/17/2023
Date

Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

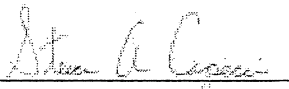
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Cambridge Systematics, Inc.
Legal Name of Organization

10/17/2023
Date


Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

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Cambridge Systematics, Inc.
Legal Name of Organization

10/24/2023
Date

Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION (SFL § 165)

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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.

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Cambridge Systematics, Inc.
Legal Name of Organization

10/17/2023
Date

Signature

Steven A. Capecci
Printed Name

Chief Operating Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

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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 of the Public Officers Law.

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Public Works Partners LLC
Legal Name of Organization

10/20/2023
Date

Celeste Frye
Signature

Celeste Frye
Printed Name

Owner & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

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.

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Public Works Partners LLC
Legal Name of Organization

10/20/2023
Date

Celeste Frye
Signature

Celeste Frye
Printed Name

Owner & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

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Legal Name of Organization

10/20/2023
Date

Celeste Frye
Signature

Celeste Frye
Printed Name

Owner & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
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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.

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Public Works Partners LLC
Legal Name of Organization

10/20/2023
Date

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Signature

Celeste Frye
Printed Name

Owner & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
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Public Works Partners LLC	Celeste Frye
Legal Name of Organization	Signature
10/20/2023	Celeste Frye
Date	Printed Name
	Owner & CEO
	Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION (SFL § 165)

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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.

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Public Works Partners LLC
Legal Name of Organization

10/20/2023
Date

Celeste Frye
Signature

Celeste Frye
Printed Name

Owner & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

TRANSPO GROUP COST

Only key staff are shown, consistent with the organization chart and resumes provided in the proposal. Other staff may work on and charge to the project based on specific expertise and efficient use of budget. Pay rates effective for 24-months from contracting.

Labor:

	Transpo									Cambridge Systematics		Public Works Partners		
	PIC	Project Manager	LRTP Task Lead	LRTP Specialist	HST Task Leader	Sr. Graphic Designer	GIS Analyst	Transp. Planner	HSTP Specialist	Data & Inno. Task Lead	Data Specialist	Outreach Specialist		
initials	L. Duesing	S. Herzstein	M. Fry	S. LeVine	C. Titze	J. Jessen	L. Den Haan	A. Crockett	H. Ganum	N. Furi	L. Bennett	M. Lee		
cost rate	$340	$265	$210	$265	$275	$255	$130	$140	$220	$326	$192	$280		
Work Tasks													**Hours**	**Cost**
Task 1: Project Management	6	24	16										46	$11,760
Task 2:: Public Participation		8				24						80	112	$30,640
Task 3: Integration of Previous and Current Planning Efforts		2	12	6				24		12	32		88	$18,040
Task 4A: Goals and Objectives	2	4	8										14	$3,420
Task 4B: Develop Socio-Economic Data and Data Collection / Analysis	2	2	8					24					36	$6,250
Task 5: Transportation System	2	6	32	40			24	8					112	$23,830
Task 6: Human Services Transportation Planning		4			40	6		70	80				200	$40,990
Task 7: Performance-Based Planning and Programming of Projects	4	8	24	40			24						100	$22,240
Task 8: Document	8	12	20	8		30							78	$19,870
Total Hours	24	70	120	94	40	60	48	126	80	12	32	80	786	
Labor Costs	$8,160	$18,550	$25,200	$24,910	$11,000	$15,300	$6,240	$17,640	$17,600	$3,912	$6,128	$22,400		$177,040

Reimbursable Expenses:

	Transpo	CS	PWP
Travel, Hotel, Taxi, & Air Fare	$12,000	$2,000	$1,000
Total		$15,000	

TOTAL ESTIMATE	***$192,040***

transpogroup

HERKIMER-ONEIDA COUNTIES TRANSPORTATION COUNCIL ADD-ON TASK PROPOSAL FOR RFP # 2023-363

ADD-ON TASK PROPOSAL FOR HOCTC

November 3, 2023

Prepared by:

TRANSPO GROUP
118 Maple Ave, Ste 2
New City, NY 10956
845.207.0786

In association with:
CAMBRIDGE SYSTEAMITCS
PUBLIC WORK PARTNERS

ADD-ON A: TRANSPORTATION ATLAS

transpogroup

ADD-ON A: TRANSPORTATION ATLAS

Statement of Qualifcations

Transpo prepared the award-winning Transportation Atlas for the 2018 Long-Range Transportation Plan (LRTP). Like the previous Transportation Atlas, Jane Jessen, Transpo's Director of Marketing and Creative Services will lead preparing the Transportation Atlas. Jane has worked in marketing and graphic design for over 20 years and has been involved in public outreach, marketing, and designing projects for Transpo for over 9 years. She has worked on projects of all sizes, from large-scale reports to web content design, developing outreach materials and infographics, all of which require a knowledge of the audience and an eye for detail. She has the unique ability to write and design, using both words and graphics to help interpret complex data into visually pleasing and easy-to-understand graphics and content for public consumption.

Along with preparing the 2018 Transportation Atlas for HOCTC, Jane and the Transpo team have developed similar material to communicate transportation data and information to the public, stakeholders, and political officials for organizations such as Greater Buffalo Niagara Regional Transportation Council (GBNRTC), Whatcom Transportation Authority (WTA), Orange County Transportation Council (OCTC) and Valley Regional Transit (VRT).

Scope

Preparation of an updated HOCTC-region Transportation Atlas will occur after completion of the LRTP update. Assuming the overall graphical look and feel of the Atlas will remain similar, our Creative Services team will do a page-by-page review of the Atlas with HOCTC staff and mark-up the charts, graphics, and figures to be updated in the new Atlas, as well as identify any additional figures that will be added based on the updated LRTP. We will also design an updated cover and revamp the small design elements such as the 'Did You Know" facts and chapter quizzes that are utilized throughout the current Atlas.

Once we have agreement on the new content, we will design the final document and plan for 3 rounds of edits between our creative staff and the HOCTC team to finalize the Atlas for print, which will be completed by HOCTC.

Deliverables

- Draft updated Transportation Atlas for review – 3 rounds of edits.
- Final Transportation Atlas in hard copy format for print.
- Online or web-based format of Transportation Atlas if needed.

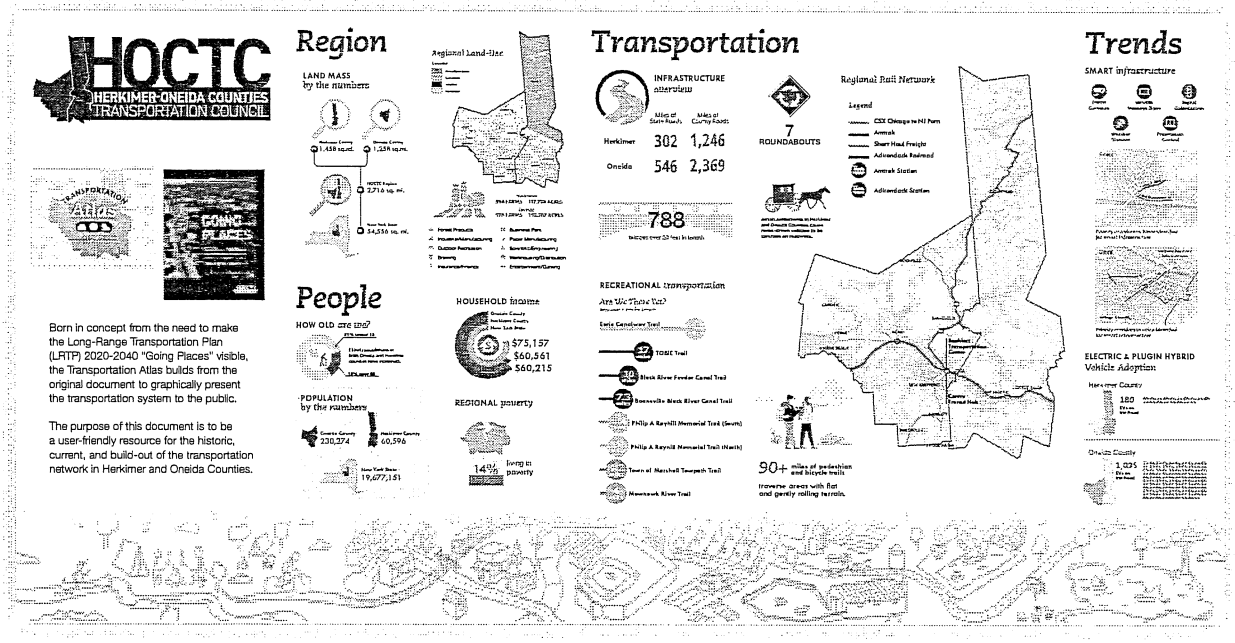
Cost estimate and working hours for this add-on task is based on the limited scopes of work presented in the RFP. We envision refining the details of the scope of work, costs and schedule in consultation with HOCTC staff for the add-on task prior to executing on the specific task order.

Cost

$39,840

Working Time

2-3 months



Transportation Atlas: A Visual Guide to the Herkimer-Oneida County Long-Range Plan

ADD-ON B: FREIGHT NETWORK ANALYSIS MODELING

transpogroup

ADD-ON B – FREIGHT NETWORK ANALYSIS MODELING

Statement of Qualifcations

Transpo and CS have a long history of freight modeling and analysis. We have prepared freight modeling and analysis for key clients such as Greater Buffalo Niagara Regional Transportation Council (GBNRTC), North Jersey Transportation Planning Authority (NJTPA), Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and Seattle Department of Transportation (SDOT). In addition, we have in-house access to local freight data, through the LOCUS Truck dataset provided by CS. We will leverage our experience on other projects and access to LOCUS data in preparing this task order for HOCTC.spo and CS have a long history of freight modeling and analysis. We have prepared freight modeling and analysis for key clients such as Greater Buffalo Niagara Regional Transportation Council (GBNRTC), North Jersey Transportation Planning Authority (NJTPA), Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and Seattle Department of Transportation (SDOT). In addition, we have in-house access to local freight data, through the LOCUS Truck dataset provided by CS. We will leverage our experience on other projects and access to LOCUS data in preparing this task order for HOCTC.

Scope

The Freight Network Analysis and Modeling task has a set of primary objectives, which revolve around evaluating and identifying needs for improving the freight network within the HOCTC planning area.

First and foremost, it involves assessing the current state of the freight network by conducting a comprehensive review of its existing condition. Additionally, it aims to analyze both current and future freight transportation needs, considering factors such as demand trends, growth projections, and evolving industry requirements.

The task also delves into the needs generated by the region's industrial development strategies, supply chain operations, and the broader logistics industry within the HOCTC planning area, identifying how these dynamics will influence the freight network today and in the future.

Furthermore, the task focuses on developing actionable recommendations to enhance the efficiency, safety, and sustainability of the freight network, ultimately promoting its growth and resilience. Finally, it plays a crucial role in supporting the Long-Range Transportation Plan (LRTP) and the overarching transportation planning process for HOCTC, ensuring that the freight network analysis aligns with the region's strategic objectives.

We will develop an analysis tool right-sized to the issues relevant to the HOCTC region that will begin with an assessment of the pros/cons of available data sources and proposed System Architecture of how to make best use of them, including:

- **Team member Cambridge Systematics' unique "LOCUS Truck" dataset:** This dataset, generated from cutting-edge location-based data sources, allows high-fidelity tracking of existing travel flows by census tract and county, with external trips (e.g. accessing the region via the NYS Thruway or NY Routes 8/12) also captured in origin-destination flows. LOCUS Truck Data can be validated and expanded through CS's algorithms and geography-specific expansion factors. CS is the data provider for LOCUS Truck data.
- **Replica Data:** High-resolution data detailing the movements of freight vehicles, encompassing information on origin-destination patterns, routes, and temporal distribution. Transpo has access to this data source.
- **Traffic Counts:** Detailed data capturing vehicle volume, classification, and speed along key freight routes, aiding in understanding current traffic dynamics.
- **NPMRDS (National Performance Management Research Data Set):** A national-level dataset offering comprehensive insights into transportation performance, particularly freight-related statistics. This data is available to HOCTC at no cost through the AVAIL Lab at U-Albany.
- **FAF (Freight Analysis Framework):** The FAF, produced through a partnership between Bureau of Transportation Statistics (BTS) and Federal Highway Administration (FHWA), integrates data from a variety of sources to create a comprehensive picture of freight movement among states and major metropolitan areas by all modes of transportation. The current FAF provides estimates for tonnage and value by regions of origin and destination, commodity type, and mode for base year 2017 and a 30- year forecast.

- **Transearch Data:** Similar to FAF data and which contains 30-year forecasts, and focusing primarily on heavier and longer-haul truck movements; our Team's staff has worked with Transearch data in numerous regions and states around the country. This is commercial data; if HOCTC does not already have access it would need to be purchased from the vendor.

The System Architecture document will review the pros/cons of the various data sources and prospective analyses, and propose the datasets and detailed methodology to form the basis of the rest of this task. In discussions with HOCTC staff during the preparation of this document, we will establish which freight analyses are one-off needs, and which may require the development of a dashboard to allow HOCTC staff to work independently in the future to visualize freight flows and provide exports of the data and metrics as needed. *An example dashboard prepared by team member Cambridge Systematics is shown below.*

These assessments will provide the basis for the development of the network modeling/analysis tool and will consider factors such as projected population growth, economic development, and land use changes. The tool will also employ specialized analytical capabilities for route optimization, congestion analysis, and performance measurement. These analysis capabilities will allow for scenario planning, enabling the assessment of potential impacts stemming from different policy and infrastructure modifications on the freight network.

With the successful completion of this Scope of Work, the Freight Network Analysis and Modeling project will provide valuable insights and recommendations to support the transportation planning efforts for HOCTC.

Deliverables

- **Freight Network Analysis Modeling:** System Architecture memorandum
- **Comprehensive Freight Network Assessment Report:** This report will summarize the findings from the analysis, including existing conditions, future needs, challenges, and opportunities.
- **Freight Network Recommendations:** A set of actionable recommendations to enhance the efficiency, safety, and sustainability of the freight network.
- **Visualization and Communication Materials:** Visual aids and presentations to effectively communicate the analysis results to stakeholders and the public.
- **Data and Model Documentation:** Clear documentation of data sources and modeling methodologies for transparency and future reference.

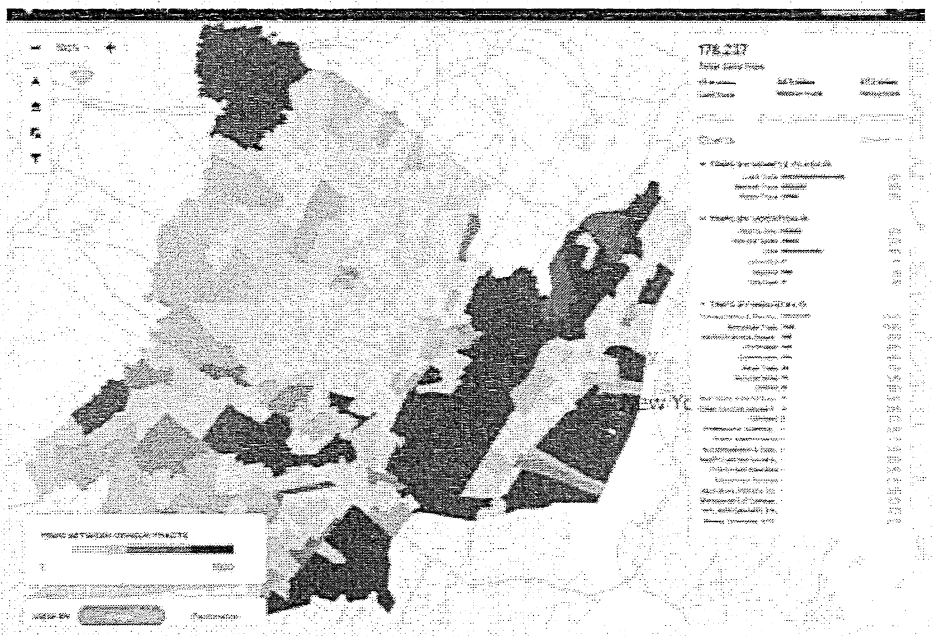
Cost estimate and working hours for this add-on task is based on the limited scopes of work presented in the RFP. We envision refining the details of the scope of work, costs and schedule in consultation with HOCTC staff for the add-on task prior to executing on the specific task order.

Cost

$65,576

Working Time

2-3 months



Example from "Locus Truck" dataset

ADD-ON C: LRTP SCENARIO PLANNING

transpogroup

ADD-ON TASK C – LRTP SCENARIO PLANNING

Statement of Qualifcations

The Transpo team brings considerable experience in scenario planning with a nationally recognized staff specializing in exploratory scenario planning.

Team member Cambridge Systematics led the effort in conjunction with state transportation department chief executives from around the country in the National Cooperative Highway Research Program project, "Envisioning and Realizing the Next Era of America's Transportation Infrastructure – Phase I". Multiple key trends were considered in that effort, such as the future of the workforce, changes in travel and housing patterns, new technology, and environment.

We propose a process of developing future scenarios and testing the LRTP recommendations against them to confirm that they are robust actions that make sense across a wide array of potential futures. This will be done through the two tasks described below.

Scope

Task C1 – Scenario Planning Workshop

The first task will be to organize a scenario planning workshop with key HOCTC staff as well as other local experts (perhaps to include the LRTP's TAC member agencies) to consider and discuss key trends that will meaningfully impact future transportation itself and/or the economic/social activities that generate the demand for and transportation. Key trends will be discussed in advance with HOCTC staff, and may include:

- **Technology** – Propulsion technology, automation, remote work, and ride hailing apps are all examples of disruptive technology that have had and could continue to have impact on how people travel (or whether they travel).
- **Environment** – The magnitude of the impact of our changing climate will have wide-ranging impacts around the globe. New weather extremes could impact funding decisions around resilience, emissions reductions investments, and health-safety decisions for frontline staff.
- **Demographics** – The increasing average age of the US, especially in rural areas, is expected to impact the transportation industry especially hard. There are 70 million Baby Boomers mostly living in auto-oriented suburban areas, and as they outlive their ability to drive, alternative forms of mobility may emerge to fill this growing need. At the same time, climate impacts may impact the growth rates of the US's regions, possibly increasing the attractiveness of locations such as central New York.

These trends will be combined with critical uncertainties for the region (e.g., level of Federal funding support over the long-term; any need to retrench the transportation system by dis-investing in segments deemed non-essential, etc.) to help workshop participants think through how assumptions for the future could be undermined if these trends play out in unexpected ways. What happens if/when renewable energy technology becomes much cheaper than oil and gas? What happens if the Federal government goes into a prolonged shutdown due to political dysfunction? How will the region handle "Black Swan" events, like another pandemic outbreak?

The half-day workshop is proposed to take place at the HOCTC offices and will include key stakeholders, such as Chamber of Commerce, State DOT, municipal and county leaders, and academics, community groups, and other "big thinkers" in the region.

Deliverables

- Summary report-out from Workshop #1, along with graphics, and other takeaway materials from the workshop.

Task C2 – White Paper: Scenario Development, Analysis of Outcomes, and Recommendations

After the completion of the in-person workshop, we will compile the results into a technical memorandum that synthesizes the desk research on trends and statistics with the feedback from the workshop attendees. We will develop up to four distinct future scenarios that consider what would happen if the future unfolds along extremes along different axes of uncertainty. For example, one future scenario may consider what the region would look like if the

population grows more slowly or declines in some areas, and a second scenario would consider what the region would look like if large numbers of new residents move in.

After these scenarios are developed, the recommendations from the LRTP will be considered in the context of these various futures. For instance, a recommendation may be to invest heavily in electric buses. However, a future where hydrogen fuel cell technology advances to provide a cheaper, safe, reliable alternative fuel may show weaknesses in that strategy. HOCTC may continue with that recommendation, but establish specific signposts to monitor as time goes on to understand if it makes sense to change investment strategies (e.g., peer systems begin procuring hydrogen fuel cell buses).

We propose one follow-up virtual workshop with HOCTC staff and any partners HOCTC wishes to include (perhaps TAC members from the LRTP development process) to review the scenarios and test the LRTP recommendations in each future. The findings from that second workshop will inform the content of a White Paper provisionally entitled Scenario Development, Analysis of Outcomes, and Recommendations.

Deliverables

- Summary report-out from Workshop #2, along with graphics, and other takeaway materials from the workshop.
- White Paper: Scenario Development, Analysis of Outcomes, and Recommendations

Cost estimate and working hours for this add-on task is based on the limited scopes of work presented in the RFP. We envision refining the details of the scope of work, costs and schedule in consultation with HOCTC staff for the add-on task prior to executing on the specific task order.

Cost

$54,428

Working Time

2-3 months

ADD-ON D: LRTP IMPLEMENTATION

transpogroup

ADD-ON TASK D – LRTP IMPLEMENTATION

Statement of Qualifcations

Implementation of the LRTP will have varying needs ranging from more detailed planning and analysis to additional community engagement or other items. The Transpo team provides the range of expertise and resources for implementing the LRTP as shown in the response to the primary proposal for the HOCTC Update for the LRTP. Transpo and CS are currently assisting Greater Buffalo Niagara Regional Transportation Council (GBNRTC) and have been since 2018 in implementing their LRTP through our work with on-call transportation planning services. In addition, Transpo has worked with Orange County Transportation Council (OCTC) for many years in implementing their long-range vision for transportation.

Stefanie Herzstein, our project manager, has a long history of managing on-call transportation services to assist clients in implementing LRTPs. She is currently the on-call transportation manager for GBNRTC, Whatcom Transportation Authority (WTA), Valley Regional Transit (VRT), City of Arlington, WA and City of Sumner, WA. Stefanie will work closely with HOCTC staff to identify the needs for this add-on task and determine the appropriate staff with the expertise needed to accomplish the goals and objectives.

Scope

We recognize that needs will arise during the implementation of the LRTP goals and objectives as well as the projects that emanate from the LRTP where the most effective and cost-efficient approach is for Transpo team's staff to provide on-demand support to HOCTC staff.

The RFP for this add-on task lists the following needs: written products, tabular analysis, data collection, visualization, engagement, spatial analysis, report development, infographics, and other similar and related formats. Between Transpo's staff and the resources of our partner firms Cambridge Systematics and Public Works Partners, we are able to take on all of these types of technical tasks and are able to turn around work products rapidly after receiving a request from HOCTC staff, particularly in instances where HOCTC staff indicate there is time-sensitivity. Our team has supported numerous MPOs through similar as-needed task-order contract arrangements, and has developed a tested approach centered on structured regular consultant-client communications to ensure excellent client service that advances regional transportation planning.

Given our understanding of probable on-demand needs based on our history of working on HOCTC's major initiatives, we have prepared an illustrative budget for this add-on task that would be drawn down on an agreed-based as individual task requests are received from HOCTC.

Deliverables

- Will vary dependent on individual work-requests; illustrative deliverables include: written products, tabular analysis, data collection, visualization, engagement, spatial analysis, report development, infographics, and other similar and related formats

Cost estimate and working hours for this add-on task is based on the limited scopes of work presented in the RFP. We envision refining the details of the scope of work, costs and schedule in consultation with HOCTC staff for the add-on task prior to executing on the specific task order.

Cost

$49,020

Working Time

2-3 months

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance 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.

5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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. Contractor is subject to fines of $50.00 per person per day for any violation of

Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State 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 State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State 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: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor.

Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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 Appendix A, the terms of this Appendix A 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. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business

Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Appendix A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

b) Cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix B

REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON-DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON-DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality

or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.
[2] http://www.cfda.gov/

States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Appendix C

STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination,

consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220

of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other

language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

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

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