



# **ONEIDA COUNTY**

## **REQUEST FOR PROPOSALS**

### **CELLULAR CARRIERS CO-LOCATION ON ONEIDA COUNTY COMMUNICATIONS TOWERS**

**JANUARY 2024**

**Advertisement**  
**Request for Proposals**  
**Oneida County, New York**  
**Cellular Co-Location on Oneida County Communications Towers**

Proposals, subject to the conditions contained herein, will be received by the Oneida County Department of Purchasing until **10:30 AM local time on Wednesday, February 14, 2024** for the lease of co-location space on four Oneida County communications towers. Proposals received after such deadline will not be considered. Respondents may submit proposals for any or all tower locations.

Proposals must be emailed as a single PDF to:

Commissioner of Public Works  
County of Oneida  
mbaisley@ocgov.net

The email transmitting the proposal must contain the subject line: "Proposal for Cellular Co-Location on Oneida County Communications Towers."

Copies of the RFP and any addenda will be available on the County's website at <https://ocgov.net/departments/purchasing/rfps/>. All respondents should visit the website regularly to ensure receipt of any addenda. It is the respondent's sole responsibility to ensure receipt of all addenda.

Questions concerning the RFP shall be directed in writing to Matthew Baisley, Commissioner, Oneida County Department of Public Works, at mbaisley@ocgov.net. Any questions must be received by February 2, 2024 at 4:00 PM. Responses will be posted on the County website.

The County reserves the right to reject any or all proposals received.

The County, in order to promote its established Affirmative Action Plan, welcomes proposals from underrepresented groups. This Request for Proposals is open to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

January 12, 2024

Alfred A. Barbato

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Purchasing

**Oneida County**  
**Cellular Co-Location on Public Safety Communications Towers**

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# **Oneida County**

## **Cellular Co-Location on Public Safety Communications Towers**

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### **1. Project Summary**

Oneida County (the “County”) is seeking proposals from qualified cellular communications providers to co-locate cellular communications systems on one or more of the County’s available tower sites. The County recognizes the importance of reliable cellular telephone coverage as an important component of public safety.

### **2. County Contact for Questions**

- All communication regarding this RFP shall be directed in writing via written letter, facsimile or email to the following agency contact, and must be received by February 2, 2024 at 4:00 p.m.  
Matthew Baisley, Commissioner  
Department of Public Works  
[mbaisley@ocgov.net](mailto:mbaisley@ocgov.net)
- Contact with other County employees or consultants regarding this RFP is prohibited and may result in disqualification of a response from consideration.
- Written questions (email preferred) will be accepted until the date indicated above. Any changes to this RFP or extensions of the due date will be made via written addenda which will be posted on the County’s website at <https://ocgov.net/departments/purchasing/rfps/>
- Proposals are responsible for reviewing all addenda. The County shall not be held responsible for any addenda not received by proposer.
- Proposers may, and are encouraged to, inspect the County tower sites by appointment with the County’s designated contact person. The County will not be responsible for any additional costs associated with the Proposer’s lack of knowledge or understanding of the County’s tower sites.

### **3. Proposal Submission**

- Submit a proposal as a single PDF file to [mbaisley@ocgov.net](mailto:mbaisley@ocgov.net) by no later than 10:30 AM on February 14, 2024. Proposals received after the deadline will not be considered.
- The email transmitting the proposal must contain the subject line: “Proposal for Cellular Co-Location on Oneida County Communications Towers.”
- Proposals shall utilize the proposal pages found in Appendix 3. Additional information may also be supplied by the Proposer as needed to further clarify the proposal.

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### **Cellular Co-Location on Public Safety Communications Towers**

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- Proposers may propose co-location on any combination of tower sites and available mounting elevations. It is not necessary to propose use of all available sites.
- Proposals shall also include a Cover Letter introducing the proposing firm, its relevant knowledge and experience, and an explanation why it is qualified to perform the tasks required by this RFP.
- Proposals must set forth the actual legal name of the proposing entity, the name of the entity that will hold the lease, the corporate form and state of incorporation of each such entity, and the legal name of all parent entities.
- Responding Proposers must complete and return the certifications provided in Appendix 5. The executed certifications should be returned as part as the single-page PDF described above.
- Responding Proposers are responsible for submitting their proposals by the deadline. No proposals will be accepted after the designated time.
- The Proposer is responsible for all costs incurred in the preparation, demonstration, or negotiation of the proposal.
- This RFP does not commit the County to award a contract. The County reserves the right to award all, partial, or none.
- The Proposer shall report, in writing, any errors found in the RFP documentation to the County's designated contact person. Failure to report errors constitutes acceptance as written.
- Proposers taking exception to or clarifying requirements, or offering substitutions, shall state so specifically in their proposal. The County reserves the right to refuse any substitution or deviation.
- All proposals submitted shall become the property of the County and are subject to the Freedom of Information Law. Proposers shall not submit proprietary or confidential business information unless it is believed such information is critical to their presentation. Such information shall be clearly identified as such and the County will protect the disclosure of such information to the extent permitted by law. The proposer acknowledges and agrees that such information may, despite efforts to prevent such disclosure, become publicly available.
- No proposal may be accepted from, or contract awarded to, any person or entity who is in arrears in taxes or upon debt or contract to or with the County or who has defaulted as surety or otherwise upon a contract or obligation to the County.

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## Cellular Co-Location on Public Safety Communications Towers

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### 4. Overview of Available Tower Sites

The County has available tower space at the following locations:

- 911 Center: 120 Base Road, Oriskany, NY
- Floyd: 8423 Kotary Road, Floyd, NY
- Kirkland: 3615 Skyline Drive, Deansboro, NY
- Utica: 1555 Burrstone Road, Utica, NY

Appendix 1 contains a detailed chart providing pertinent information about each site.

Appendix 2 contains Site Plans for each site

### 5. Proposer Responsibilities

The following information shall be supplied by a successful Proposer prior to contract/lease execution with the County:

- a. An updated structural analysis showing impact of all proposed equipment to be placed on the tower. If the proposed loading requires tower or foundation modifications, all associated modification design, materials, and construction costs shall be the responsibility of the Proposer. Analysis shall be per TIA-222, Rev H, Structure/Risk Category Class III.
- b. An Intermod Study to verify that the proposed equipment operating frequencies and ERP's do not introduce any performance degradation to the County's public safety systems or any other communications systems operating at the site (Note: County transmit and receive frequency data will be supplied at the time needed by the Proposer).
  - i. **NOTE.** The County intends to award co-location space on a sequential basis, meaning that the best proposal for a tower will be awarded the first priority to co-locate equipment on the tower. Proposals that are selected second, third, fourth, et cetera for a tower will be required to ensure that there will be no conflict or degradation to the County's use of the tower, *and* no conflict or degradation to other Proposers' use of the tower.
- c. Local zoning approvals as needed.

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- d. Building Permit issued by the authority having jurisdiction.
- e. FCC and FAA approvals as needed.
- f. Detailed drawing submittal for County approval. Drawings to clearly show the proposed lease area located outside the County's secure fenced area. Proposer space may be placed adjacent to the County fence line and share a portion of the County fence line. No Proposer equipment shall be installed on the ground inside the County security fence except an ice bridge and associated cabling to the communications tower.
- g. Subcontractor list for County approval.
- h. Current training certificates for all tower climbers (Proposer employees and subcontractors)
- i. Emergency contact names and information (24/7 including weekends and holidays)
- j. Emergency backup power plans (if any)
- k. Installation schedule for County approval.
- l. Full cooperation with County personnel working at the tower sites.
- m. Since multiple tenants may be utilizing the facilities, all Proposers shall make reasonable accommodations and cooperation with other tenants as needed.

## **6. County Lease Requirements**

- a. The County will require the execution of a formal lease agreement.
- b. A sample Oneida County Lease Agreement is included in Appendix 4.
- c. The County's preferred lease term is 5 years with the option for up to three (3) 5-year lease extensions. The County's written consent is required before any assignment or sublease may occur.
- d. The monthly rent dollar amount in subsequent lease extension periods will increased by four percent (4%) per year.



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- e. At the conclusion of the lease period, if the Proposer and County do not agree to a lease extension, the Proposer shall remove all Proposer equipment (ground-level and tower-mounted) within 60 calendar days.

### **7. Site Walk**

All proposers are encouraged to visit each of the site(s) they are interested in prior to submitting a proposal. All sites are available to visually inspect from outside the County security fence at the Proposer's convenience (unescorted). If Proposer access is required inside the County security fence, a written request shall be submitted to the County Contacts listed in Section 2 to schedule a mutually agreeable time. A County escort will be required. Proposers wishing to visit the County sites prior to submitting a proposal may do so by submitting a written request to the County contacts listed in Section 2.

### **8. Interference**

The County's Public Safety communications systems have top priority over all tenant systems. The County reserves the right to immediately shut down offending Tenant equipment in the unlikely event that it is causing harmful interference to the operation of the Public Safety communications equipment.

### **9. Evaluation Criteria**

Proposals will be evaluated, and, at Oneida County's discretion, an award made to the Proposer that demonstrates the best ability to responsibly meet the overall goals of this RFP. The County will initially assess the qualifications of each firm submitting a proposal and evaluate the proposal according to the following criteria and weight:

- Compatibility and feasibility of the proposed co-location, meaning whether the physical tower inventory, structural analysis, intermodal study, and other elements of the proposal establish that the co-location will not interfere with the County's emergency communication network or other tower users – 40%
- Proposed Lease Price – 40%
- Capability/Experience/Ability to Perform – 20%

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**10. Schedule**

RFP Advertised	January 12, 2024
Questions Due	February 2, 2024 at 4:00 PM
Proposals Due	February 14, 2024 at 10:30 AM
County / Proposer Interviews	March 4-15, 2024
Anticipated Award Date	April 1, 2024
Site Available for Construction	Spring & Summer 2024

# **Appendix 1**

## **Site Details Chart**

**Oneida County Communications Tower Sites**

County Site Name	Address	Zoning Jurisdiction	Latitude	Longitude	Site Elevation (ft)	Tower Type	Tower Height (ft)	Site Ownership	Available Elevation 1 - Centerline (ft)	Avaiable Elevation 2 - Centerline (ft)	Utility Company	Utility Meter Soceket Available on H-Frame	FCC ASR Number	FAA Obstruction Study Number
911 Center	120 Base Road Oriskany, NY	Town of Whitestown	43 09 15.90 N	75 22 40.01 W	699	Self-Support Lattice	164	Oneida County	110	60 or Below	National Grid	No	Not Required	Not Required
Floyd	8423 Kotary Road Floyd, NY	Town of Floyd	43 16 8.71 N	75 18 52.03 W	1208	Self-Support Lattice	195	Oneida County	183	145	National Grid	No	Not Required	2019-AEA-14108-OE
Kirkland	3615 Skyline Drive Deansboro, NY	Town of Kirkland	43 02 14.0 N	75 26 48.0 W	1306	Self-Support Lattice	340	Oneida County	240	230	NYSEG ??	Np	1302426	2017-AEA-3507-OE
Utica	1555 Burrstone Road Utica, NY	City of Utica	43 05 32.4 N	75 16 15.4 W	521	Self-Support Lattice	195	Oneida County	170	160	National Grid	No	Not Required	Not Required

Revised  
12/15/2023

## **Appendix 2**

### **Site Plans**





- County Route
- Roads
- Parcels
- ★ Address Point
- Municipal Boundary
- 📶 Tower


## 120 Base Rd, Oriskany



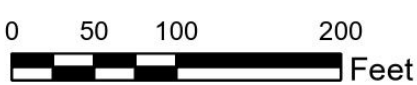
This information was compiled for planning purposes and may not be reproduced or transmitted for commercial purposes or for any other purpose without the prior authorization of Herkimer Oneida Counties Comprehensive Planning Program (HOCCPP). HOCCPP shall not be liable for misuse or misrepresentation of this information. HOCCPP makes no claim as to the accuracy or completeness of the data contained hereon.





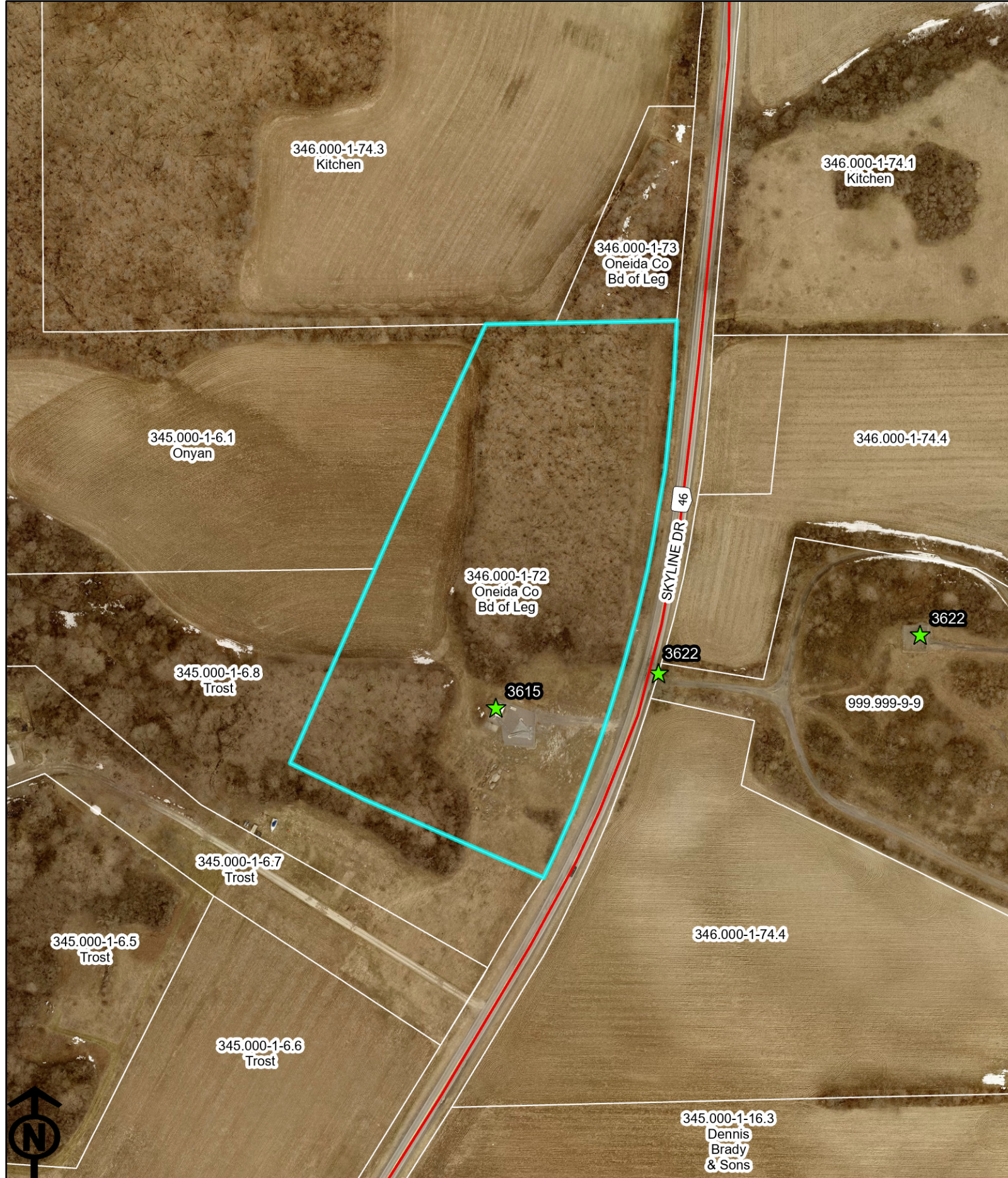
 County Route	 Address Point
 Roads	 Municipal Boundary
 Parcels	

# 8423 Kotary Rd, Floyd



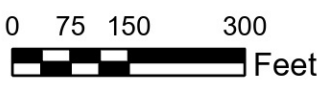
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	County Route		Address Point
	Roads		Municipal Boundary
	Parcels		

### 3615 Skyline Dr, Kirkland



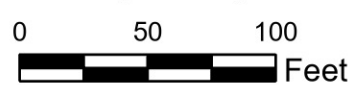
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## 1555 Burrstone Rd, Utica (ROW)

<span style="color: red;">—</span> County Route	<span style="color: green;">★</span> Address Point
<span style="color: yellow;">—</span> Roads	<span style="border: 1px solid orange; display: inline-block; width: 10px; height: 10px;"></span> Municipal Boundary
<span style="border: 1px solid white; display: inline-block; width: 10px; height: 10px;"></span> Parcels	



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## **Appendix 3**

### **Proposal Pages**

**(To be filled out and returned with  
proposal)**

**Cellular Co-Location on Oneida County Communications Towers  
Proposal Form**

Site Name	Available Elevation (feet AGL)	Requested Ground Space (square feet)	Proposed Monthly Lease Fee (US Dollars)				
			Year 1	Year 2	Year 3	Year 4	Year 5
911 Center	110						
	60 (or lower ___)						
Floyd	183						
	145						
Kirkland	340						
	240						
Utica	170						
	160						

**Proposers are encouraged to provide additional information detailing their proposal**

## **Appendix 4**

### **Sample Oneida County Lease**

## STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT (“Agreement”), effective upon its full execution (the “Effective Date”), is entered into by the County of Oneida, a New York municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501 (“Landlord”) and <company name>, <company type> authorized to do business in the State of New York, with its principal place of business at <principal place of business> (“Tenant”).

### RECITALS

WHEREAS, Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, improved with a structure (the “Structure”), together with all rights and privileges arising in connection therewith, located at <tower location address>, in the County of Oneida (collectively, the “Property”); and

WHEREAS, Tenant desires to use a portion of the Property in connection with its federally licensed communications business and Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

### 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. **LEASE OF PREMISES.** Landlord leases to Tenant:
  - a. Approximately <written number> (<number>) square feet of ground space, including the air space above such ground space, as is more fully described on attached Exhibit 1, for the placement of Tenant’s shelter/equipment pad/generator;
  - b. Space for any structural steel or other improvements to support Tenant’s equipment (collectively, the space referenced in (a) and (b) is the “Equipment Space”);
  - c. That certain space on the Structure, as generally depicted on attached Exhibit 1, where Tenant shall have the right to install its antennas and other equipment (collectively, the “Antenna Space”); and
  - d. Those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the “Connection Space”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Equipment Space and Antenna Space; and between Tenant’s equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from

the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "Premises."

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I-beams, equipment shelters or cabinets and fencing and any other items necessary (collectively, the "Communication Facility") to the successful and secure use of the Premises, as well as the right to test, survey and review title on the Property, at the Tenant's sole cost and expense (collectively, the "Permitted Use"). If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its licensees and sub-licensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility, provided, however, that Tenant shall not unreasonably interfere with Landlord's use of the Surrounding Property. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use at its own and sole expense. Tenant may with Landlord's written approval modify, supplement, replace, upgrade, or expand the equipment or antennas, during the term of this Agreement. No change or alteration to the frequency of broadcast (transmitting or receiving) or changes to services delivered from the Property with respect to the Permitted Use or an increase in the number or type or size of antennas may be made without the prior written consent of the Landlord, which consent may be conditioned upon, among other items, an increase in the Rent. Prior to installation of any new equipment or antennas on the Premises, Tenant shall first provide Landlord with engineering documentation depicting the additional equipment to be installed and its location. Such documentation shall include, but not be limited to, a structural analysis performed by a Licensed Professional Engineer of the Structure demonstrating that the Structure has sufficient capacity to support the proposed equipment/antennas and a radio frequency intermodulation analysis demonstrating that the proposed equipment will not cause harmful interference with the Landlord's radio communications equipment on the Structure. Landlord may approve such installation of new equipment or antennas in its sole reasonable discretion. Landlord shall not unreasonably withhold approval of such alterations necessary to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.
3. **TERM.** The term of this Agreement will be five (5) years ("Term")), commencing on the Effective Date. Landlord shall use good faith efforts to obtain all requisite legislative and other parties' approvals to renew this Agreement upon the same terms and conditions set forth herein. In the event Tenant holds over beyond the Term, any resulting tenancy shall be considered a

month-to-month tenancy and the Tenant shall pay two times the Rent, as escalate, due the month immediately preceding such holdover tenancy.

4. **CONSIDERATION.** Tenant shall pay Landlord <written dollars> (<dollars>) per month (“Rent”) commencing on the first day of the Term, which amount shall escalate at a rate of four percent (4%) per year, beginning on January 1st of the second year of the term and continuing on January 1st of each year thereafter.
  
5. **APPROVALS.**
  - a. Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at the Tenant’s sole cost and expense.
  - b. Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals.
  
6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
  - a. By either party on thirty (30) days’ prior written notice to the other party, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
  - b. By Tenant upon written notice to Landlord, if Tenant is unable with due diligence to obtain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant;
  - c. By Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
  
7. **INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers’ compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant’s CGL insurance shall contain a provision including Landlord as an additional insured by endorsement as respects this Agreement on a primary and noncontributory basis with subrogation waived. Such additional insured coverage:

- a. Shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; and
- b. Shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors.

8. **INTERFERENCE.**

- a. Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Such list is attached hereto as Exhibit 2. Tenant warrants and covenants that its use of the Premises will not interfere with those existing radio frequency uses on the Property.
- b. Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may substantially adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- c. Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will make every reasonable effort to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Tenant. Specifically excluded from the definition herein of “interference” are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.
- d. Tenant will not, nor will Tenant permit its employees, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Landlord or the rights of Landlord under this Agreement. Tenant will make every reasonable effort to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Landlord. In the event any such interference severely impacts the operation of the Public Safety communications systems, Landlord has the right to shut down Tenant equipment as needed to restore Public Safety communications. Landlord will immediately notify Tenant of any shutdown of equipment that was deemed necessary. Specifically excluded from the definition herein of “interference” are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.
- e.



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

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

10. **WARRANTIES.**

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

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

11. **ENVIRONMENTAL.**

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

b. Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the

indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“Claims”), to the extent arising from that party’s breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

- c. The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
12. **ACCESS.** Upon forty-eight business hours advanced written notice to Landlord, and subject to Landlord’s reasonable objection, Tenant and its employees, agents, and subcontractors may access the Property from an open and improved public road and access the Premises for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Such written notice to the Landlord shall state the scope of anticipated work, the length of the work and access, and contact information for the representative accessing the site. As may be described more fully in Exhibit 1. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 4.
  13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and shall remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities. Tenant shall remove, at its cost, the Communication Facility within one hundred twenty (120) days after the later of the end of the Term and Tenant shall further restore the Premises to the same condition as existed prior to the Effective Date.
  14. **MAINTENANCE/UTILITIES.**
    - a. Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property

and reasonable access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

- b. Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telecommunications service, telephone service or any other utility used or consumed by Tenant on the Premises. Tenant shall secure its own metered electrical supply or shall install at its sole cost and expense an electrical submeter.
- c. Any company providing utility or similar services, including electrical power and telecommunications, to Tenant, may construct, operate and maintain such lines, wires, circuits, conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such utilities and services to the Premises.

15. **DEFAULT AND RIGHT TO CURE.**

- a. The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after written notice from Landlord specifying the failure.
- b. The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's unreasonable failure to provide access to the Premises as required by Section 12 of this Agreement within forty-eight (48) hours after written notice of such failure; (ii) Landlord's failure to take all reasonable measures to cure an interference problem as required by Section 8 of this Agreement within seventy-two (72) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure.

16. **ASSIGNMENT/SUBLEASE.** Tenant may not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest herein, or its power to execute such Agreement, to any other person or corporation without the previous consent in writing of Landlord.

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

If to Tenant:                    <company name>  
Attn: <person or department name>  
Re: Cell Site Name: <cell site name>  
Fixed Asset No: <number>  
<street address 1>  
<street address 2>

<town/city, state zip code>

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

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

and

Oneida County Department of Public Works  
Attn: Commissioner  
5999 Judd Road  
Oriskany, New York 13424

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

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses.
19. **RIGHT OF RELOCATION.** Notwithstanding any provision of the Agreement to the contrary, Landlord shall have the right to require that Tenant permanently relocate the Communications Facility and Tenant's equipment from the Premises to another available location owned or controlled by Landlord at any time during the Term if deemed necessary by Landlord in its sole reasonable discretion. In order to exercise this right of relocation, Landlord shall deliver to Tenant at least six (6) months' prior written notice (the "Relocation Notice") setting forth Landlord's exercise of such right and a description of the proposed relocation site (the "Proposed Site"). The Proposed Site may be either a building or other structure of similar height or vacant land upon which Tenant may construct a monopole antennae tower of similar height. The Proposed Site shall be subject to Tenant's reasonable approval as a site which is feasible (in terms of technical, buildability and zoning matters) for the operation of the Communications Facility for the Permitted Use. Tenant shall not withhold approval of the Proposed Site unreasonably, but shall have the right to disapprove of the new site if in Tenant's good faith judgment the Proposed Site will not be suitable for Tenant's Permitted Use. If Tenant

so disapproves of the Proposed Site, Landlord shall cooperate in good faith to find a mutually acceptable relocation site owned or controlled by Landlord and which is acceptable to Tenant considering the above listed matters. If a mutually acceptable relocation site is not found after the good faith efforts of the Parties, then the Agreement shall terminate and all rights and obligations of the Parties hereunder, other than Tenant's removal and restoration obligations and those provisions that shall survive termination of this Agreement by their nature or pursuant to the Survival Clause of this Agreement, shall cease. Tenant shall not be required to relocate more than once time during the Term. All costs and expenses of such relocation shall be borne by Tenant.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm.
21. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, provided such removal does not interfere with the Landlord's or Landlord's other tenants' continuing operations.
22. **TAXES.**
  - a. Landlord is a municipal corporation and therefore exempt from taxation in most circumstances. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21.

- b. In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. Tenant shall pay Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements.
  - c. For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to request that the Landlord contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to request that the Landlord institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. In the event such a proceeding is instituted, Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to request that the Landlord contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless under protest or unless required by applicable law.
23. **SUB-LEASINGS OF PROPERTY OR SURROUNDING PROPERTY.** Landlord shall not be prohibited from the sub-leasing or use of any of the Property or the Surrounding Property, provided that Landlord agrees not to sub-lease or use any areas of the Property or Surrounding Property for the future installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant at Tenant's sole cost and expense. However, nothing herein shall prohibit Landlord from installing, operating or maintaining other wireless communications facilities necessary to maintain and operate current or future emergency services communications networks. Landlord shall promptly notify Tenant of any and all assignments of this Agreement, and shall provide Tenant with documentation concerning any such assignments.
24. **APPROVAL OF NECESSARY LEGISLATIVE BODY.** This Agreement is contingent upon approval by the Oneida County Board of Legislators, to be decided in its complete and absolute discretion.
25. **MISCELLANEOUS.**
- a. **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be

a waiver, or in any way affect the right of either party to enforce such provision thereafter.

- b. **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 5. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon forty (40) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.
- c. **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's construction and use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.
- d. **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns, where such assigns are permitted pursuant to Section 16, above.
- e. **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
- f. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
- g. **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there

is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

- h. **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- i. **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.
- j. **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

**[SIGNATURES APPEAR ON NEXT PAGE]**



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

**LANDLORD**

The County of Oneida

By: \_\_\_\_\_

Name: Anthony J. Picente, Jr.

Oneida County Executive

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

**TENANT**

<company name>

<company type>

By: <company name>

Its: <title>

By: \_\_\_\_\_

Print Name:

Its:

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

Approved:

\_\_\_\_\_  
Andrew Dean, Esq  
Assistant County Attorney

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**



## **INDEX OF EXHIBITS**

Exhibit 1: Description of Property

Exhibit 2: Landlord Frequency List

Exhibit 3: Inter Sub Site Interface (ISSI)

Exhibit 4: Standard Access Letter

Exhibit 5: Memorandum of Lease

W-9 Form

## **EXHIBIT 1**

### **DESCRIPTION OF PREMISES**

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

#### **Notes:**

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

## **EXHIBIT 2**

### **LANDLORD FREQUENCY LIST**

#### **FREQUENCIES CURRENTLY IN USE**

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

- VHF Band: 151-159 MHz

Fire Paging System:

- VHF Band: 154 MHz

Microwave Data Connectivity System:

- 6 GHz Band

**EXHIBIT 3**

**EXHIBIT 4**

**STANDARD ACCESS LETTER**

**[FOLLOWS ON NEXT PAGE]**

[Landlord Letterhead]

DATE

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

Re Authorized Access granted to <company>

Dear Building and Security Staff,

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

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

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

---

Landlord Signature



**EXHIBIT 5**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

**MEMORANDUM OF LEASE**

**Prepared by:**

**NAME**

**FIRM**

**FIRM ADDRESS**

**CITY, STATE ZIP**

**Return to:**

<company>

<street address>

<town/city, state zip code>

Attn:

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

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "**Landlord**") and <company name>, <company type> authorized to do business in the State of New York, having a mailing address of <mailing address> (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be <written number> (<number>) years commencing on the Effective Date of the Agreement.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

**"LANDLORD"**

The County of Oneida

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

**"TENANT"**

<company name>

<company type>

By: <company name>

Its: <title>

By: \_\_\_\_\_

Print Name:

Its:

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

Approved:

\_\_\_\_\_

Andrew Dean, Esq  
Oneida County Attorney

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**



**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

## **Appendix 5**

### **Required Certifications**

**(To be filled out and returned with  
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.

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**NON-COLLUSION CERTIFICATION**

**(GML § 103-D)**

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

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

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**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 his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION**

**(Res. No. 249 of 1999)**

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**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.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION**

**(SFL § 165)**

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
  - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
  - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
  - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title