

Oneida County Department of Planning
and Cornell Cooperative Extension of Oneida County

**Request for Proposals
Oneida County Agriculture Inventory,
Assessment, and Strategic Plan**

RFP 2023-374

Released: December 26, 2023

Proposal Due: January 12, 2024 at 4:00 PM EST

Table of Contents

I. Background	1
II. Purpose	1
III. Scope of Services	2
IV. Submission Instructions	3
A. Required Contents	3
B. Cost Proposal	5
C. Proposal Evaluation	6
D. Proposal Package	7
E. Contract Period	7
F. Timeline	7
G. Questions Regarding this RFP	8
V. General Information	8
A. Standards of Conduct for this RFP	9
B. Appendices	9

Request for Proposals

Oneida County Agriculture Inventory, Assessment, and Strategic Plan

Notice is hereby given that proposals will be received by the Oneida County Department of Planning until 4:00 PM, January 12, 2024 for the completion of an Agriculture Inventory, Assessment, and Strategic Plan for Oneida County.

I. Background

Agriculture is a key economic driver in Oneida County, as farming is its number one industry. To support this critical industry, Oneida County, along with Cornell Cooperative Extension of Oneida County (CCE), has established several agriculture activities and priorities. Recent and ongoing initiatives have focused on regional issues including farmland protection, economic development, environmental best practices, and the important role of dairy. To address regional agriculture issues and opportunities, Oneida County has an ongoing partnership with CCE.

CCE is a known and trusted educational resource with over a 100-year history in Oneida County. The mission of CCE is to improve the lives of our constituents through educational partnerships that put scholarship and local knowledge to work. CCE addresses the social and economic challenges of the region and plays an important role in creating an even more promising and prosperous future for the people of Oneida County.

II. Purpose

Oneida County and CCE are seeking to contract with a qualified party, firm, organization, or team to develop an Agriculture Inventory, Assessment, and Strategic Plan for Oneida County. The Oneida County Executive, Board of Legislators, Planning Department, and CCE are committed to creating a strategic vision and plan for the future of agriculture. The plan will identify and build upon pre-existing initiatives and be focused within the contexts of Oneida County and New York State. The strategic plan will address, but not be limited to, the following topics:

Topic Areas

- Economic Development
- Investment/Finance
- Supply Chain
- Infrastructure
- Marketing
- Workforce Development

- Consumer Education
- Food Safety
- Other regionally relevant agriculture topics

The strategic plan will assess existing local producers and systems comprising the regional food economy. The study will include a review of existing plans, resources, policies, organizations, initiatives, and trends. This holistic approach is intended to provide a comprehensive understanding of the current agriculture sector and grounded strategy for strengthening the industry in Oneida County. The study will culminate in logical recommendations, action items, strategies, and roadmaps to implementation based on a thorough inventory and analysis of agriculture in Oneida County.

III. Scope of Services

The successful applicant will work with CCE and the Oneida County Department of Planning to develop an overall 5-year strategic plan for agriculture in Oneida County, with a project scope to include the following activities:

1. Review and assess existing plans, resources, policies, organizations, initiatives, and trends (at the local, regional, and state levels)
 - Recent regional agriculture plans include: Oneida County Dairy Farmer Sustainability Action Plan (2018), Oneida County Farmers to Consumers initiative (2018), Oneida County Agricultural and Farmland Protection Plan (2017), Agriculture-Friendly Oneida County: A Municipal Guide to Planning for Agriculture (2021)
2. Chronicle existing conditions of the agriculture industry in Oneida County, performing relevant analyses (such as SWOT)
3. Incorporate current best practices by sharing professional expertise, devising context-sensitive recommendations aligned to existing conditions, incorporating locally appropriate precedents, and providing evidence-based data in support of recommended strategies
4. Expand upon and fill gaps in existing data to support the development of a regional strategic plan for agriculture
5. Provide an inventory, analysis, recommendations, and detailed strategy for accomplishing goals (milestones, potential collaborators, existing resources) related to each of the specified Topic Areas (as outlined in the Purpose section)
 - Topic Areas will be built-out, expanding upon existing resources, to provide additional in-depth detail and analyses to support the development of a robust strategic agriculture plan for Oneida County
6. Collaborate with Oneida County, CCE and related agencies to support strategic plan development activities
 - Avoid re-creating existing resources or duplicating existing team capabilities

- Use existing Oneida County plans, resources, and team capabilities (in areas such as data analysis, GIS, plan making, and design) to complement consultant capabilities

IV. Submission Instructions

Proposers may be qualified parties, firms, organizations, or teams. 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 not intended for disclosure to third parties, the Proposer should clearly identify the specific text and areas in its submission that 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 template for the proposal package.

Cover letter communicating the interest the Proposer has in working on the project, unique capabilities that set them apart from other equally qualified Proposers, the name of the lead firm, and name of all sub-consultant firms (no more than three (3) pages, single-sided).

Business overview about the Proposer including the legal name, legal address, state of incorporation/formation, and type of business. If the Proposer is owned by another entity or person, provide the legal name, address, state of incorporation/formation, and type of business of the owner. All sub-consultants must be identified by providing the same information. Provide brief descriptions of all firms comprising the project team (no more than one (1) page per firm).

Professional background describing the consultant's capabilities, areas of expertise, qualifications, and experience for all participating firms and sub-consultants named (no more than two (2) pages per firm). Background information should include:

1. Discussion of the consultant's familiarity with and exposure to the field of agriculture.
2. Examples of strategic plans and/or related projects completed and discussion of successes.

- 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.
3. Three (3) professional references familiar with your ability, experience and reliability in the performance and management of projects similar to the one described in this proposal.
 - Include names, addresses, direct phone number, direct email address, role/title, organization, and brief description of professional relationship for all references.

Project management plan identifying the project manager and all key individual(s) to be assigned to the project (by name and position). Describe the following (no more than one (1) page per firm):

1. Explain your approach to consultant team management.
2. Detail the proposed project team structure by providing an organizational chart showing with all firms and individuals. For each individual, detail:
 - Title: 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.
 - Length of tenure with organization
 - Relevant educational background or professional credentials
 - Specific work experience related to the project
 - Proposed roles and responsibilities related to the Scope of Services

Detailed scope of service demonstrating the Proposer has a clear understanding of the project and communicating the Proposer's project approach and ability to complete the required Scope of Services tasks outlined in this RFP. Proposers are encouraged to incorporate out-of-the-box approaches, value-added processes, new technologies, and best practices to deliver a superior product.

The Proposer should include the following:

1. Explain your approach to strategic planning.
 - Discuss how you gauge the success of a strategic plan and propose benchmarks to measure your performance.
2. Explain your approach to team collaboration with clients.
3. Indicate a clear understanding of the existing documents, plans, initiatives, studies, and other related information pertaining to agriculture in Oneida County.
4. Communicate an understanding of the local, regional, and state context as it relates to the agriculture industry.

5. Detail your project approach, any innovative data analysis and/or presentation capabilities to be used, and list of deliverables to completely and accurately address all items included in the Scope of Services.
 - Project schedule by task should be included. Indicate key milestones.
6. Acknowledge your ability and availability to attend meetings and participate in associated work groups.
7. List any proposed changes to the SOW.
 - The Proposer may suggest changes to the scope of services but must articulate the reasoning.

Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Goals

The Oneida County M/WBE goal for Oneida County is 1.6 %. 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 MBE/WBE/DBE firms to attain these goals.

B. Cost Proposal

A separate cost proposal must accompany the submission. 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.
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 as required to support the reasonableness of the submitted cost proposal.
4. All Oneida County Certifications in Appendix A 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 contract is included in Appendix B. Any exceptions to this sample agreement must be identified in writing and will be included as 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, any costs or expenses incurred prior to full execution of a contract, shall be at the selected Consultant's sole risk expense.

C. Proposal Evaluation

Oneida County reserves the right to reject any or all proposals associated with this work. Oneida County may cancel this solicitation for any reason in its sole discretion. Oneida County will review and evaluate each proposal. Dependent on the number of proposals received, Oneida County reserves the right to conduct interviews. Firms not selected for the award of the Contract will be notified within ninety (90) days of the RFP proposal deadline. Unsuccessful Proposers may request an explanation of the reasons why an award was not provided to them. Oneida County may conduct discussions with any Proposer, at any time to determine the Proposer's qualifications for further consideration. A qualified proposal will be selected based on the following evaluation criteria:

- | | |
|--|-----------|
| 1. PROJECT UNDERSTANDING/APPROACH TO SOW | 30 POINTS |
| 2. QUALIFICATIONS/EXPERIENCE | 25 POINTS |
| 3. SCHEDULE, BUDGET, PROPOSED COSTS | 20 POINTS |
| 4. KNOWLEDGE OF AGRICULTURE SECTOR | 15 POINTS |
| 5. ABILITY TO PERFORM | 10 POINTS |

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. The final award of the contract is conditional until the scope is finalized and approved, the contract is approved by the Oneida County Board of Legislators, and the contract documents are executed by Oneida County, and returned to the consultant.

The County shall not award a contract to any entity in arrears to the County. The County reserves the right to refuse to issue proposal documents or accept packets from Proposers who have previously failed to complete contracts within the time frame required or have previously performed similar work in an unsatisfactory manner. A proposal may be rejected if the Proposer cannot show that it has the necessary ability to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the Proposer is already obligated for the performance of other work which would delay the commencement, performance, or completion of the work.

Oneida County reserves the right to reject any proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

D. Proposal Package

Specifications for proposal package:

If by Email:

Sydney Klein
sklein@ocgov.net

Subject line must state “RFP 2023-374 – Oneida County Agriculture Inventory, Assessment, and Strategic Plan.”

Emailed submissions must identify the company/organization/firm submitting the proposal. The email must attach the complete proposal as a single PDF document.

If by Mail.

- Three (3) originals and one (1) electronic copy (Adobe PDF format on USB flash drive) of the completed proposal must be received by 4:00 pm EST on January 12, 2024.
- Proposals are to be addressed to:
Oneida County Department of Planning
321 Main Street, 3rd Floor
Utica, New York 13501
- Envelopes must bear the terms “Oneida County RFP 2023-374 - Agriculture Inventory, Assessment, and Strategic Plan” and clearly show the name of the company submitting the proposal.

E. Contract Period

The initial contract period shall be determined relative to the date of the final contract award, legislative calendar, and any other relevant terms or conditions. It is intended for the project to be completed by April 2025.

F. Timeline

Event	Date
RFP Release Date	12/26/2023
RFP Active	17 Days from Release
Question Deadline	01/02/2024 at 4:00 PM EST
Question Response Deadline	01/05/2024 at 4:00 PM EST

Proposal Submission Deadline	01/12/2024 at 4:00 PM EST
Evaluate Proposals	January 2024
Interviews (subject to notice)	January 2024/February 2024
Consultant Selection/Notification	January 2024/February 2024
Conditional Contract Award	March 2024
Contract Award Date	April 2024
Contract Duration	12 months
Completion of Contract	April 2025

Applicants should outline their ability to complete all deliverables according to the timeline in their application.

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 January 02, 2024, at 4:00 pm EST.

1. Questions must reference the RFP number and be submitted via email to: sklein@ocgov.net
2. Any oral statements provided to questions 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. Responses to questions will be available by January 05, 2024, at 4:00 pm EST, here: <https://ocgov.net/departments/purchasing/rfps/>
5. To ensure all Proposers have equal access to the FAQ and knowledge of all questions asked and answered regarding this RFP, questions received after the question deadline will not be answered.
6. 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.

V. General Information

1. All information and materials submitted will become the property of Oneida County. Proposers should not submit proprietary or confidential business information unless they believe such information is critical to the proposal. Such information should be identified. Oneida County will protect such proprietary information only to the extent that the law allows.

2. Oneida County shall not pay any costs incurred in the preparation of a Proposal in response to this request.
3. 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 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 Oneida County Commissioner of Planning will serve as the Project Manager and manage the contract and all other project-related tasks.
7. The awarded Proposer shall comply with the Certifications attached as Appendix A and the Oneida County Standard Conditions, which are appended to the sample Agreement (Appendix B).

A. Standards 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 upon request at: <https://ocgov.net/departments/purchasing/>.

B. Appendices

- A. Proposer Certifications (**Must be signed and returned as an attachment to Proposer's cost proposal**)
- B. Sample Agreement

**Appendix A - Certifications
(Sign and Return 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

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this proposal, each person signing on behalf of the proposers certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal 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

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

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

Legal Name of Organization

Date

Signature

Printed Name

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 proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that the proposer 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 proposer and any subcontractors. Upon awarding of this contract, and before work commences, the proposer 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 proposer 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

SIGN AND RETURN WITH FULL PROPOSAL

**IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)**

By submitting a proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each proposer, any person signing on behalf of any proposer and any assignee or subcontractor and, in the case of a joint proposal, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each proposer 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 proposer is advised that any proposer 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 proposer 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 proposer in default.

The County reserves the right to reject any proposal from, or request for assignment for, a proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, 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 "proposer" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Date

Signature

Printed Name

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 proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, 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 proposal 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

SIGN AND RETURN WITH FULL PROPOSAL

Appendix B – Draft Agreement
(Subject to Change in County’s Discretion)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), effective January 1, 2024 (“Effective Date”), 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, and _____ (“Consultant”), a _____ with its principal place of business at _____. The County and Consultant are each a “Party,” and together, the “Parties.”

RECITALS

WHEREAS, the County issued a Request for Proposals (“RFP”) seeking proposals from qualified firms to provide an Agriculture Inventory, Assessment, and Strategic Plan, all as more fully described in the RFP, a copy of which is annexed as Exhibit B; and

WHEREAS, Consultant responded to the RFP and offered to provide the services sought in the RFP, as more fully described in its response (with cost proposal) to the RFP (the “Proposal”), a copy of which is annexed as Exhibit C; and

WHEREAS, the County wishes to hire Consultant to provide the services and Consultant wishes to perform the 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 following services, all as more fully described in the RFP (collectively, the “Services”):
 - 1.1. Inventory and Assessment.
 - 1.1.1 Review and assess existing plans, resources, policies, organizations, initiatives, and trends (at the local, regional, and state levels).
 - 1.1.2 Chronicle existing conditions of the agriculture industry in Oneida County, performing relevant analyses (such as SWOT)
 - 1.1.3 Incorporate current best practices by sharing professional expertise, devising context-sensitive recommendations aligned to existing conditions, incorporating locally appropriate precedents, and providing evidence-based data in support of recommended strategies.
 - 1.2. Strategic Plan.
 - 1.2.1 Consultant shall provide a strategic plan for Agriculture in Oneida County.
 - 1.2.2 The strategic plan shall expand upon and fill gaps in existing data.

1.2.3 The strategic plan will provide an inventory, analysis, recommendations, and detailed strategy for accomplishing goals (milestones, potential collaborators, existing resources) related to each of the following Topic Areas. Topic Areas will be built-out, expanding upon existing resources, to provide additional in-depth detail and analyses to support the development of a robust strategic agriculture plan for Oneida County:

1.1.2.3. Economic Development

2.1.2.3. Investment/Finance

3.1.2.3. Supply Chain

4.1.2.3. Infrastructure

5.1.2.3. Marketing

6.1.2.3. Workforce Development

7.1.2.3. Consumer Education

8.1.2.3. Food Safety

9.1.2.3. Other regionally relevant agriculture topics

1.2.4 In developing the strategic plan, the Consultant shall collaborate with Oneida County, CCE and related agencies to support strategic plan development activities.

1.2.5 Consultant shall use existing Oneida County plans, resources, and team capabilities (in areas such as data analysis, GIS, plan making, and design) to complement Consultant capabilities.

1.3. SCHEDULE. Consultant shall complete the Services within twelve (12) months of the Effective Date.

2. TERM. The initial term of this Agreement shall be from January 1, 2024 through December 31, 2024 (“Initial Term”). The Parties may renew this Agreement for up to one (1) renewal terms of one (1) year (“Renewal Term”).

3. PAYMENT.

3.1. Payment Amount.

3.1.1 For Consultant providing the Services, the County will pay Consultant an amount not to _____ (\$XX)

3.2. Method of Payment.

- 3.2.1 Payment shall be made monthly on the basis of work-completed and billed by Consultant to the County.
- 3.2.2 There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.
- 3.2.3 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.

4. REPRESENTATIONS & WARRANTIES.

- 4.1. 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 in this Agreement. 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.
- 4.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

5. INDEMNIFICATION.

- 5.1. Consultant shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Consultant and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by Consultant to comply with any of the covenants, terms or conditions of this Agreement.

6. INSURANCE.

- 6.1. 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.
 - 6.1.1 Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - 10.6.1.1. 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.

11.6.1.1. 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).

6.1.2 Auto Liability Insurance in an amount equal to or greater than \$1,000,000 combined single limit.

6.1.3 Workers' Compensation and Employer's Liability: Statutory limits apply.

6.1.4 Professional Liability coverage, including errors and omissions, with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

6.2. 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.

6.3. 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's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

7. TERMINATION.

7.1. 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.

7.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to Consultant.

7.3. Payment Upon Termination. On the effective date of any termination of this Agreement, the County will pay Consultant only for those Services provided up to such date.

8. INDEPENDENT CONTRACTOR

8.1. Consultant and its employees, agents, personnel, officers, and servants shall be

independent contractors. They shall not be deemed employees 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 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, an officer or employee of the County. The County and Consultant shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding Consultant's status as an independent contractor.

8.2. Payments to Consultant shall be reported on IRS Form 1099, and the 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.

9. **ADDITIONAL TERMS AND CONDITIONS.**

9.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses first set forth above or to such other address as either Party may designate in writing.

9.2. 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.

9.3. Ownership of Materials. All materials prepared by Consultant for the County in connection with this Agreement, excluding any intellectual property already owned by Consultant, shall become the sole property of the County. Consultant agrees to provide tangible copies, documents, and any material prepared in accordance with this Agreement to the County, as required, to support work if/when necessary, with the understanding that said material shall include the final work product belonging to and residing with the County.

9.4. 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.

9.5. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.

- 9.6. 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.
- 9.7. 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 Exhibit A-Standard Oneida County Conditions, attached hereto.
- 9.8. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.
- 9.9. 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.
- 9.10. 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.
- 9.11. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement.

COUNTY OF ONEIDA

CONSULTANT

By: _____
(signature)

By: _____
(signature)

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

Name:
Title:

Date: _____

Date: _____

Approved

Andrew Dean, Esq.
Assistant County Attorney

DRAFT

AGREEMENT EXHIBIT A
(Standard Oneida County Conditions)

DRAFT

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida (“County”) and Consultant GIS, Inc. (“Contractor”), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

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

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

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

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

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

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

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

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

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor’s own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of

race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by

law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor

Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during

the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action

as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

DRAFT