REQUEST FOR PROPOSAL

The County of Oneida seeks proposals from experienced, qualified firms to perform the following task:

Emissions Compliance Reports for the
Oneida County Water Pollution Control Plant
RFP# 2017-193

Copies of the subject RFP may be examined at no expense at the Oneida County Department of Water Quality & Water Pollution Control office. To request an electronic copy, contact the Technical Assistant at 315-798-5656 or see the Oneida County website at http://www.ocgov.net (public notice section).

Proposals must be received no later than 11:00AM, Thursday July 6, 2017 and addressed to:

Technical Assistant to the Commissioner
Oneida County
Department of Water Quality & Water Pollution Control
51 Leland Ave. PO Box 442
Utica, NY 13503-0442

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

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex, or disability.

Dated: Thursday June 22, 2017
June 22, 2017

Request for Proposal #2017-193

Emissions Compliance Reports
for the
Oneida County Water Pollution Control Plant

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Technical Assistant to the Commissioner
Oneida County Department of
Water Quality & Water Pollution Control
PO Box 442, 51 Leland Ave.
Utica, NY 13503-0442

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1.0 Introduction

The Title V Operating Air Permit for the Oneida County Water Pollution Control Plant (WPCP) requires submission of several source emission reports and compliance statements each year. The reports are required to be submitted periodically throughout each year to the New York State Department of Environmental Conservation (NYSDEC). Oneida County has enrolled in the NYSDEC Air Certification and Emissions (ACE) electronic reporting system to complete previous reports. It is assumed that future reports will also be completed using the ACE system.

2.0 Scope of Work

The following list provides the compliance reports and statements required to be submitted, along with submittal due dates:

- Annual Title V Compliance Report due January 30
- Semi-Annual Compliance Reports due January 30 and July 30
- Annual Emissions Statement due April 15
- Semi-Annual Excess Emission Reports due January 30 and July 30

The Annual and Semi-Annual Compliance Reports require Oneida County to provide information regarding the compliance status of each permit condition subject to the reporting requirement.

The Annual Emissions Statement requires Oneida County to provide information regarding the actual emissions released from the facility during the previous reporting year.

Facility Excess Emission Reports (EER) shall summarize facility compliance status with respect to emission limits and specified process operating parameters.

Details regarding facility Continuous Emission Monitoring System (CEMS) operation during the reporting period shall also be included (CEMS data assessment report). The facility CEMS DAS will provide the required emission reports, process information, and CEMS operating data.

Oneida County requires the contractor meet with WPCP staff to collect information necessary to complete the reports and statements. Meetings are also required to review the draft reports prior to submittal to the regulatory agencies and to enter data into the ACE system, as needed.

3.0 Standard Terms and Conditions

Proposals shall list fees for labor, supplies, and miscellaneous expenses necessary to complete the project tasks as specified in the Scope of Work.
The annual agreement shall commence with the signing of the contract by the County with the option for renewal of four (4) additional one year extensions through the year 2021, utilizing the same terms and conditions.

The project outlined in this proposal will be awarded by the County of Oneida.

The County shall not be held liable for costs incurred prior to the issuance of an executed contract and/or notice to proceed.

The contents of the successful contractor's proposal shall become part of the contractual obligations if deemed appropriate by the County.

The successful contractor shall not discriminate against any individual in accordance with applicable federal, state or local laws.

### 4.0 BASIS OF COMPENSATION

All reimbursable expenses shall not exceed the proposed stated fee. Compensation for reimbursable expenses shall be based upon a multiple of one (1.0) times the expense incurred. Compensation for reimbursable expenses not associated with the original scope of work shall be based upon a multiple of one (1.0) times the expenses incurred.

### 5.0 SELECTION PROCESS

The County shall review all proposals received and reserves the right to select contractors for further presentation and interviews.

The following criteria are equally weighted and shall be used in the selection process:

- Approach to project and proposed work schedule.
- Experience and qualifications of project personnel and sub-contractors
- Proposal Fee

The County shall prepare the contract with the contractor selected. Any further modifications and or addendum to that contract shall be negotiated with the County.

Should the County's proposed contract be unacceptable to the firm selected, the County reserves the right to select another firm.

The County reserves the right to reject all proposals when the County feels it is in their best interest to do so.
GENERAL INSTRUCTION TO BIDDERS

1. Sealed bids will be received by the Technical Assistant to the Commissioner, Oneida County Department of Water Quality & Water Pollution Control, PO Box 442, 51 Leland Ave., Utica, NY 13503-0442 in accordance with the published invitation for bids.

2. The sealed bids, subject to the conditions contained herein, will then be publicly opened and read aloud. All bidding must be on the forms furnished and returned in the envelope provided by the Director of Purchasing.

3. A Performance Bond may be required of the successful bidder.

4. All delivery charges must be included in the bid price.

5. No combination bid on any units will be accepted and each unit must be bid separately. Quantities shown on the Bidding Sheet are approximate only. Contract shall be for the quantities actually ordered during the contract period.

6. Any material delivered by a Bidder, which is not in accordance with specifications or is otherwise unsatisfactory, in the opinion of the department, may be retained and, if necessary, used until it is replaced with satisfactory material.

7. Except for causes not in the control of the Bidder, no request for postponement of the date of delivery, or completion, shall be considered; any initiative in such respect being reserved for the Director and the department involved.

8. When specified, bid bond or certified check must accompany bid; same must be made out to the County of Oneida. Failure to submit bid bond or certified check when specified will result in automatic disqualification of bid.

9. County is not subject to tax; County will sign exemption certificates when required.

10. Bidders are warned that all deliveries are to be new, unused and first quality. No rejects, “seconds” or otherwise imperfect or low quality material will be acceptable.

11. For the sake of simplicity, in drawing the accompanying specifications, manufacturers name or catalog numbers have frequently been used. In all such cases, they are well known manufacturers whose catalogs are readily available to all bidders. The use of particular manufacturer’s names or numbers is not intended to restrict bidding or bar the equal or superior product of other manufacturers. Dimensions given are approximate and bidders are to verify all figures.

12. All deliveries and installations must be completed by date specified; if a date is specified in the specifications.

13. When reference is made to the New York State Department of Public Works specifications and/or the State of New York, Division of Standards and Purchase Specifications in the specification of any item, a copy of such specifications may be examined in the office of the Director of Purchasing.
14. The Director of Purchasing reserves the right to make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Director of Purchasing all such information and data for this purpose as he may request, including, but not limited to, the name and address of the manufacturer of the articles quoted on. The Director of Purchasing also reserves the right to reject any bid if the evidence submitted by, or the investigation of, such bidder fails to satisfy the Director of Purchasing that such bidder is qualified to carry out the obligations of the bid or to complete the deliveries contemplated there in.

15. The Director of Purchasing reserves the right to consider informal a bid not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid as received. The Director of Purchasing also reserves the right to reject any and all bids as the best interest of Oneida County without cause.

16. A successful Bidder upon his failure or refusal to execute a Performance Bond, if required, within five days after he has been notified of the acceptance of his bid, shall forfeit to the County as liquidated damages for such failure or refusal, the security deposited with this bid (if a security was required with the bid).

17. No bidder may withdraw his bid within forty-five days after the bids are opened, but may withdraw it at any time prior to the closing time for the reception of bids.

18. Alternate proposed items shall fulfill the requirements of the basic specifications in function, type, materials, construction, color, and finish. If a bid differs from specifications, then brochures or cuts should be submitted with the bid.

19. In submitting this bid, the bidder declares that he is, or they are, the only person or persons interested in the said bid, that it is made without any connection with any person making another bid for the same materials, and that the bid is in all respects fair and without collusion, fraud, or mental reservation.

20. In submitting this bid, any bidder subject to the provisions of Article 18 of the General Municipal Law the Oneida County Ethics and Disclosure Laws declares that he, she or they shall comply with the same.

21. The Bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract to any other person or corporation, except as provided in section 109, General Municipal Law.

22. No bid for materials, supplies, equipment or services may be accepted from or contract therefore awarded to any person who is in arrears in taxes or upon debt or contract to or with the County or who has defaulted as a surety or otherwise upon a contract or obligation to the County, or who may be otherwise disqualified under any act of the legislature not inconsistent with the charter or code.

23. The Bidder agrees to make no claim for damages for delay occasioned by an act or omission of the County of Oneida.

24. Under NYS Consolidated Laws, Department of Labor, Article 8 Sec. 220-3-a the following is required: Every Bidder and/or contractor and sub-contractor, shall submit to the department of jurisdiction (Oneida County Purchasing, 800 Park Avenue, Utica, NY 13501) within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under the penalties of perjury as long as this contract is in place.
25. Under NYS General Municipal Law section (103), subdivision (3), section (1) It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Oneida County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Oneida County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.

26. Bids submitted must be signed by the Bidder with full knowledge and acceptance of all of the provisions of these instructions and the item specifications. This signifies that the bidder can furnish the materials, equipment, and/or services required satisfactorily in complete compliance with the specifications.

27. The proposal must be made out in the corporate or other name of the Bidder and must be fully and properly executed by an authorized person.

28. Awards will be made to the lowest responsible Bidder as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of materials or equipment to be furnished, their conformity with the specifications, the purpose for which required, and the terms of delivery.

29. Where pricing is described in both words and numerals, the words will govern.

30. It is understood and agreed that in questions of interpretation in the specifications, the Purchasing Director expressly has the right to determine the meaning and shall control the decision, and such decision shall be binding and final.
PUBLIC CONTRACT

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

103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

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

Non-collusive bidding certification.

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

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

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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

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

(s) __________________________
Legal name of person, firm of Corporation

By_______________________________________
Title

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

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

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

CERTIFICATION STATEMENT

“I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.”
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/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 OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/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/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/it has ceased engagement in the investment which is in violation of the Act within 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/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/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/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

________________________________     _________________________________
Printed Name of Signee   Signature

_____________________________      __________________________________
Title      Date
ARTICLE 11- PROHIBITION ON PURCHASE OF TROPICAL HARDWOOD

Pursuant to State Finance Law Section 165(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement:

Certification of the Prohibition on Purchase of Tropical Hardwoods

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal which 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.

__________________________________  ________________________________
Printed Name of Signee              Signature

__________________________________  ________________________________
Title                                Date
Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the “Contract”), and

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification 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:

      1. 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, and 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 tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

      2. 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.

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

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

1. The Contractor certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts 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 indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) 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; and

2. 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:

1. 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 on-going 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);

d. Notifying the employee in the statement required by paragraph (a) 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) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position 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 subparagraph (d)(2), 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 (1), (0), (0), (d), (0), (f).

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

3. 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, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. 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
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

   a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPPA,” as well as all regulations promulgated by the Federal Government in furtherance hereof, 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:

      1. 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;

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

      3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, 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:

      1. The Contractor may use and disclose protected health information for the Contractor’s own proper management and administration; and

      2. The Contractor may provide data aggregation services relating to the health care operations of the County.

   c. The Contractor shall:

      1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

      2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

      3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

      4. 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;

5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

8. 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

9. 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 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:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. 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

3. 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 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 thereof, 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
moneys 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 thereof, 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 statutes, except as otherwise provided in the Labor Law and
as set forth in prevailing wage and supplement schedules issued by the State Labor Department.
Furthermore, 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 affirms, under
penalty of perjury, that its bid was arrived at independently and without collusion aimed at
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 pertinent 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 attachments, 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 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) 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. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the 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. (2) The personal information is requested by the County’s purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

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

13. Governing Law. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

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

b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in
compliance with specifications and provisions regarding use of tropical hardwoods as detailed in 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 responsibility of the Contractor to meet with the approval of the County.

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

16. **Gratuities and Kickbacks.**

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

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

17. **Audit.**

   a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies 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 made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

   b. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared

18. **Certification of compliance with the Iran Divestment Act.**

a. Pursuant 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/Contractor, any person signing on behalf of any Bidder/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 (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

c. During the term of the Contract, should the County receive information that a Bidder/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/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 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/Contractor in default.

d. The County reserves the right to reject any bid or request for assignment for a Bidder/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/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.