



Oneida County Department of Purchasing

800 Park Ave 6th Floor Utica, NY 13501
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purchasing@ocgov.net

Anthony J. Picente Jr.
County Executive

Alfred A. Barbato
Director

Specifications for Bid Ref # 2323

**Weed Control
for Various Oneida County Properties**

Bid Opening March 12, 2025 @ 10:30 AM

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INVITATION TO BID

Sealed bids, subject to the conditions contained herein, will be received by the ONEIDA COUNTY DIRECTOR OF PURCHASING until **10:30 A.M.**, local time on Wednesday, March 12, 2025, and then publicly opened and read for:

BID REF. # 2323
VARIOUS ONEIDA COUNTY LOCATIONS
WEED CONTROL

Specifications **MUST** be **PURCHASED** from the Oneida County Purchasing Department, Sixth Floor, 800 Park Avenue, Utica, NY 13501. Administration fees are as follows: \$10.00 if picked up in person or \$15.00 for mailing. Cash is not acceptable and the fee is non-refundable. (Mail is by 1st Class or Priority Only). This bid is also available electronically (Empire State Purchasing Group-Bid Net) by going to the County website and following the links at: **<http://www.ocgov.net/>** (fee for electronic retrieval is also \$10.00 and should be mailed with bid submission). Bids without fee may not be considered.

Copies of the described bid book may be examined at no expense at the Oneida County Purchasing Department. Upon examination potential bidders may purchase a book as described above and bidders may not obtain books from any other source or bid will be disqualified.

Sealed bids must be returned on the form furnished. The return envelope must be clearly marked with the bid number and name on the outside lower left corner and addressed to Oneida County Purchasing, Sixth Floor Bids Department, 800 Park Avenue, Utica, NY 13501. The County reserves the right to reject any or all bids 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 age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

Dated: February 25, 2025

Alfred A Barbato
Director of Purchasing

***** PLEASE MAKE CHECKS PAYABLE TO: COUNTY OF ONEIDA *****

GENERAL INSTRUCTION TO BIDDERS

1. Sealed bids will be received by the Oneida County Director of Purchasing at his/her office in the Purchasing Department, Oneida County Office Building, 800 Park Ave, Utica, NY, 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. Any services provided by a Bidder, which are not in accordance with specifications or are otherwise unsatisfactory, in the opinion of the department, must be re-performed or a credit provided, in addition to any other remedy selected by the County.
4. Except for causes not in the control of the Bidder, no request for postponement of the date of performance, or completion, shall be considered; any initiative in such respect being reserved for the Director and the department involved.
5. The County is not subject to tax; County will sign exemption certificates when required.
6. 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.
7. 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 professional references. 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 therein.
8. 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.
9. No bidder may withdraw his or her 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.
10. In submitting this bid, the bidder declares that he or she 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.
11. 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.
12. 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 or her right, title or interest therein, or

his or her power to execute such contract to any other person or corporation, except as provided in section 109, General Municipal Law.

13. 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.
14. The Bidder agrees to make no claim for damages for delay occasioned by an act or omission of the County of Oneida.
15. 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, supplies, or services 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.
16. 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.
17. 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.
18. 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 bidder's qualifications and experience, the quality of materials or equipment to be furnished, their conformity with the specifications, the purpose for which required, and the terms of delivery.
19. Where pricing is described in both words and numerals, the words will govern.
20. 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.
21. In accordance with New York Labor Law, an award resulting from this Invitation to Bid shall be subject to all related prevailing wage requirements. Please reference the New York State Department Prevailing Wage Schedule, and any updates, to determine minimum hourly rates.
22. The County is required under Section 220 of the Labor Law to receive and maintain monthly transcripts of certified payroll during the period of any resulting contract and maintain the same for three (3) years after termination. The successful bidder will, as part of the ensuing contract, be required to transmit transcripts for the duration of the contract.

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

CONDITIONS.

A sample contract setting forth the conditions for the performance of the work subject to this invitation to bid, and which also sets forth the County's required insurance policies and amounts, is enclosed as Exhibit 1. Bidders should review the sample contract carefully, and use the sample contract as the basis upon which to make their bid proposals.

SPECIFICATIONS

The County of Oneida is soliciting proposals from qualified Contractors to provide herbicide application and weed control at the following properties. Treatment at each location is to be administered twice a year (Spring/Fall) and as needed.

1. Oneida County Office Building, 800 Park Ave, Utica NY, 13501. Exterior, **~1600 ft**
2. Oneida County Utica Courthouse, 200 Elizabeth St Utica. NY 13501, **~610 ft**
3. Oneida County Law Library, 235 Elizabeth St. Utica, NY 13501, **~260 ft**
4. Union Station, 321 Main St. Utica, NY 13501, Exterior **~2200 ft**
5. Oneida County Health Clinic, 406 Elizabeth St, Utica, NY 13501, **~295 ft**
6. Records Retention, 4608 St Route 233 Westmoreland, NY 13490, **~337 ft**
7. Storage, 4681 St Route 233 Westmoreland, NY 13490, **~139 ft**
8. Rome Department of Social Services, 300 W Dominick St Rome, NY 13440. **~640 ft**
9. Oneida County Family Court, 301 W Dominick St Rome, NY 13440. **~360 ft**
10. Oneida County Rome Court House, 302 N. James Street, Rome NY, 13440. Exterior **~444 ft**
11. Farm and Home Center, 121 Second St Farm and Home Center Oriskany, NY 13424. **~473 ft**
12. Former Federal Reserve, 120 Airline St. Oriskany, NY 13424. **~658 ft**
13. E911 Center, 120 Base Rd. Oriskany, NY 13424. Exterior **~465 ft**
14. Whitestown Training Tower, 5696 Westmoreland Rd. Whitestown, NY 13492 (herbicide application and mowing) **~2827 ft**
15. Wynn Hospital Garage, 407 State St. Utica, NY 13501. **~1300 ft**
16. Child Advocacy Center, 1415 Genesee St, Utica, NY 13501. **~326 ft**
17. Remsen Training Tower, 10307 Pritchard Rd. Steuben, NY 13438. **~3600 ft**
18. ****Kirkland Radio Tower****, 3615 Skyline Dr. Kirkland 13288– **3600 ft**
19. ****Bridgewater Radio Tower ****, 1630 Hardscrabble Rd. Bridgewater 13318 **~3600 ft**
20. ****Steuben Radio Tower****, 10485 N. Steuben Rd. Steuben, NY 13438 **~3600 ft**
21. ****Rome Radio Tower****, 216 South Charles Street Rome, NY 13440 **~3600 ft**
22. ****Higby Radio Tower****, 623 Higby Rd New Hartford, NY 13413 **~3600 ft**
23. ****Burrstone Radio Tower****, 1555 Burrstone Rd. Utica, NY 13502 **~3600 ft**
24. ****Florence Radio Tower****, 3131 Shultz Rd. Florence, NY 13316 **~3600 ft**
25. ****Radio Towers****, 120 Base Road. Oriskany, NY 13424, both at&t and 911. **~ 3600 ft**

26. ****Floyd Radio Tower****, 8243 Kotary Rd. Floyd, NY 13354 **~3600 ft**
 27. ****Annsville Radio Tower****, 3710 State Rt. 69 Annsville, NY 13471 **~3600 ft**
 28. Utica Tower, 87-99 Harbor Lock Rd W, Utica, NY 13502. Exterior **~125 ft**
 29. Oneida County Jail, 6075 Judd Rd. Oriskany, NY 13424 (**Exterior perimeter fence only**) **~2800 ft**
 30. DPW Highways & Bridges, Oriskany Garage, 5999 Judd Rd, Oriskany, NY 13424 **~1256 ft**
 31. DPW Highways & Bridges, Barneveld Maintenance Facility, Barneveld, NY **~762 ft**
 32. DPW Highways & Bridges, Taberg Maintenance Facility, Taberg, NY **~712 ft**
 33. Oneida County Airport, Main Building, 660 Hangar Road Suite 233 Rome NY 13441. **~482 ft**
- **Specific entry procedures required****

Please provide the price for the providing the below services at each of the above noted locations. Use all products in accordance with manufacturer's instructions and per Department of Environmental Conservation regulations.

1. Fertilize all lawn areas with weed control and insect control.
 - a. Product- Trimec 992 Broadleaf Herbicide or equivalent. /Application rate per manufacturer's instructions.
2. Treat all mulched beds with selective weed control.
 - a. Product – Ranger Pro Herbicide or equivalent. / Application rate per manufacturer's instructions.
3. Apply herbicide to all paver and sidewalk joints.
 - a. Product - Trimec 992 Broadleaf Herbicide and/or Ranger Pro Herbicide, or equivalent / Application rate per manufacturer's instructions.
4. The Contractor must comply with all federal, state, and local laws, rules, and regulations concerning the control of weeds and application of herbicides and pesticides and hold all licenses and certifications as may be required for the same. Without the limiting the foregoing, Contractor must be a New York State Department of Environmental Conservation certified Commercial Pesticide Applicator.

Contractor schedule site inspections and coordinate all work with:

Zane Hasty, Safety Officer
 Oneida County Department of Public Works
 Division of Buildings & Grounds
 Desk: (315) 768-3688

Work will be done between 06:00 (6am) through 19:00 (7pm).

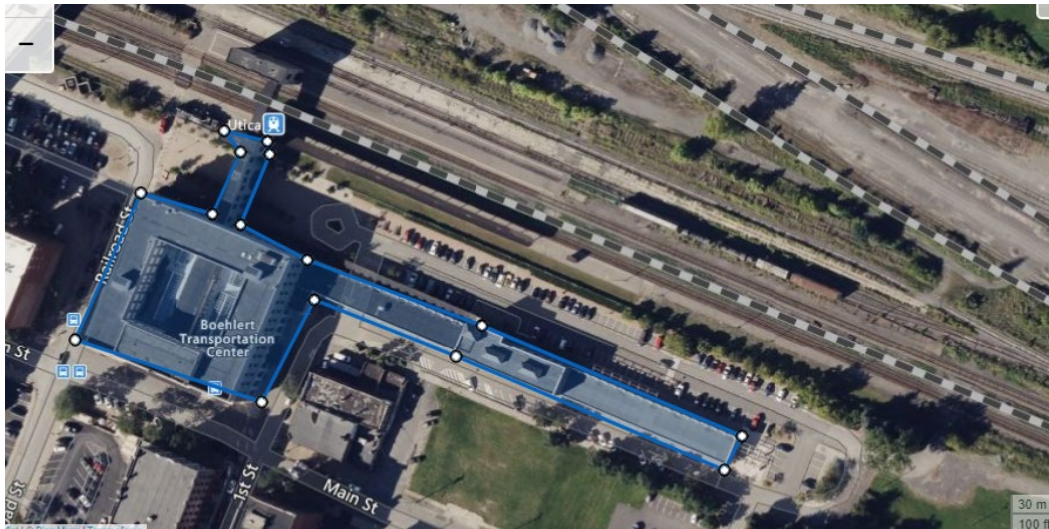
- A. Bidders must complete the following bid forms for the locations they wish to bid on.
- B. The County intends to award a single contract for all locations. On the attached bid sheet, bidders must provide a "Spring Price" and a "Fall Price" for all locations. For ease of reference, the locations are separated into four groups (Group A, B, C and D). Bidders must provide a subtotal for each group, and then, on the final row, provide the total price for all groups for Spring and Fall. Finally, bidders must calculate the average between the Spring total price and Fall total price, as shown on the bid sheet.

- C. Bidders must provide a lump sum fee per location they wish to bid on. The lump sum fee shall include all labor, materials, equipment, and any other costs of the Bidder for providing treatment at the location.
- D. Oneida County reserves the right to evaluate and/or reject any and all bids, in whole or in part and to waive technicalities, irregularities and omissions if in its considered judgment, the best interests of the Count will be served.
- E. Contract Period: The contract period will be for three (3) years, with up to two (2) one (1) year renewal options. After the first year of the contract, the bid price may increase by an amount equal to three (3) percent per year.
- F. Certain of the locations might be hard to visualize or remote. For ease of reference, satellite photographs are provided for select locations. Bidders may request photos of any other location by contact Zane Hasty, Desk: (315) 768-3688
- G. Contact information: Please email any questions on this bid to Shelley Nowak at snowak@oneidacountyny.gov. Any questions on specifications should be emailed to Zane Hasty zhasty@oneidacountyny.gov

SATELLITE PHOTOS (Select Locations Only)



800 Park Ave Utica NY 13501
Perimeter Approx.: 1600 feet



321 Main Street Utica NY 13501
Perimeter Approx. 2200 feet



302 N. James Street, Rome NY, 13440
Perimeter Approx. 434 feet



87-99 Harbor Lock Rd W, Utica, NY 13502
Perimeter Approx. 125 feet



E911 Center 120 Base Rd. Oriskany 13424
Perimeter Approx.: 465 feet.



6075 Judd Rd. Oriskany 13424
Perimeter Approx.: 2,800 feet.



Whitestown Training Tower – 5696 Westmoreland Rd. Whitestown, NY 13492



Remsen Training Tower – 10307 Pritchard Rd. Steuben, NY 13438



Whitestown Training Tower – Mowing area

Mow highlighted area to keep grass under 10” tall



There are 7 radio towers and they all have the same basic layout and treatment area size of generally 3600 sq. ft.

Radio Towers – overhead view

BIDSHEET

A. ONEIDA COUNTY DIVISION OF BUILDINGS & GROUNDS				
Building	Approx Feet	Address	Spring Cost	Fall Cost
Oneida County Office Building	1600	800 Park Ave Utica, NY 13501	\$	\$
Oneida County Utica Courthouse	610	200 Elizabeth St Utica, NY 13501	\$	\$
Oneida County Law Library	260	235 Elizabeth St Utica, NY 13501	\$	\$
Union Station	2200	321 Main St Utica, NY 13501	\$	\$
Oneida County Health Clinic	295	406 Elizabeth St. Utica, NY 13501	\$	\$
Records Retention	337	4608 St Route 233 Westmoreland, NY 13490	\$	\$
Storage	139	4681 St Route 233 Westmoreland, NY 13490	\$	\$
Department of Social Services	640	300 W Dominick St Rome, NY 13440	\$	\$
Oneida County Family Court	360	301 W Dominick St Rome, NY 13440	\$	\$
Oneida County Rome Court House	444	302 North James Street Rome, NY 13440	\$	\$
Farm and Home Center	473	121 Second St Oriskany, NY 13424	\$	\$
Former Federal Reserve	658	120 Airline St Oriskany, NY 13424	\$	\$
E911 Center	465	120 Base Rd. Oriskany, NY 13424	\$	\$
Whitesboro Training Tower**Mowing included**	2827	5696 Westmoreland Rd Whitestown, NY 13492	\$	\$
Wynn Hospital Parking Garage	1300	407 State Street Utica, NY 13501	\$	\$
Child Advocacy Center	326	1415 Genesee St Utica, NY 13502	\$	\$
Remsen Training Tower	3600	10307 Pritchard Rd Steuben, NY 13438	\$	\$
Kirkland Radio Tower **	3600	3615 Skyline Dr. Kirkland, NY 13288	\$	\$
Bridgewater Radio Tower **	3600	1630 Hardscrabble Rd. Bridgewater, NY 13318	\$	\$
Steuben Radio Tower **	3600	10485 N. Steuben Rd. Steuben 13438	\$	\$
Rome Radio Tower **	3600	216 South Charles Street Rome 13440	\$	\$
Higby Radio Tower **	3600	623 Higby Rd New Hartford 13413	\$	\$

Burrstone Radio Tower **	3600	1555 Burrstone Rd Utica 13502	\$	\$
Florence Radio Tower **	3600	3131 Shultz Rd. Florence 13316	\$	\$
Radio Towers **	3600	120 Base Road. Oriskany 13424 both AT&T and 911	\$	\$
Radio Tower **	3600	8243 Kotary Rd. Floyd 13354	\$	\$
Radio Tower **	3600	3710 State Rt. 69 Annsville 13471	\$	\$
Utica Tower	125	87-89 Harbor Lock Rd W Utica, NY 13502	\$	\$
Oneida County Jail *Fence line*	2800	6075 Judd Rd Oriskany, NY 13424	\$	\$
**Specific entry procedures required		SUBTOTAL		

**B. ONEIDA COUNTY
DIVISION OF
HIGHWAYS & BRIDGES**

Building		Address	Spring Cost	Fall Cost
Department of Public Works, Oriskany Garage	1256	5999 Judd Rd Oriskany, NY 13424	\$	\$
Barneveld Maintenance Facility	762	Barneveld, NY	\$	\$
Taberg Maintenance Facility	712	Taberg, NY	\$	\$
		SUBTOTAL		

**C. ONEIDA COUNTY
DEPARTMENT OF AVIATION**

Building		Address	Spring Cost	Fall Cost
Airport Main Building	482	660 Bomber Dr. Rome, NY 13440	\$	\$
		SUBTOTAL		

TOTAL A, B, C.		
Building	Spring Cost	Fall Cost
SUBTOTAL A (Buildings and Grounds)	\$	\$
SUBTOTAL B (Highways/Bridges)	\$	\$
SUBTOTAL C (AVIATION))	\$	\$
TOTAL BID (add A, B, C)	\$	\$
TOTAL BID AVERAGE SPRING/FALL (Take the total bids for “Spring Cost” and “Fall Cost”, add them together, and divide by two). <i>This is the number which will constitute the final total bid, upon which an award to the lowest responsible bidder will be made.</i>	\$ _____ (in numbers)	
In Words (write the TOTAL BID AVERAGE in Words	_____ dollars and _____ cents	

Variances

Describe any variances from the bid documents below:

BIDSHEET CERTIFICATION

The above bid is hereby respectfully submitted by:

(Legal Name of Person, Firm or Corporation)

State of Incorporation or Formation

Principal Address of Person, Firm or Corporation

By:

(Signature)

(Title)

(Date)

Printed Name:

Address:

Phone:

Fax:

Email:

Website:

Fed. Id#:

or SS #:

PROFESSIONAL REFERENCES

Provide reference information for three professional references in the spaces below. The County will contact these references to determine whether the Bidder can responsibly provide the services detailed herein.

Reference One:

Entity Name

Entity address

Contact Person Name and Title

Contact Person Email

Contract Person Direct Telephone

Dates Worked for Reference

Reference Two:

Entity Name

Entity address

Contact Person Name and Title

Contact Person Email

Contract Person Direct Telephone

Dates Worked for Reference

Reference Three:

Entity Name

Entity address

Contact Person Name and Title

Contact Person Email

Contract Person Direct Telephone

Dates Worked for Reference

PUBLIC CONTRACT
NON-COLLUSION STATEMENT

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

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

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services preformed 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).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services preformed or to be performed or good 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 or Corporation

By: _____

Title

Dated: _____

SIGN AND RETURN WITH PROPOSAL

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to New York State Finance Law § 165-a and New York General Municipal Law § 103-g the Office of General Services (OGS) is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”) as defined in that Act.

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 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, 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.

Name (Print)

Title

Signature

Date

SIGN AND RETURN WITH PROPOSAL

**CONTRACTORS RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM
FOR ONEIDA COUNTY CONTRACTS**

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution 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.

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."

Name (Printed)

Title

Signature

Date

SIGN AND RETURN WITH PROPOSAL

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(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.

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.

Certification of the 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.

Name (Print)

Title

Signature

Date

SIGN AND RETURN WITH PROPOSAL

BIDDER’S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW

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

Name (Printed)

Title

Signature

Date

SIGN AND RETURN WITH PROPOSAL

EXHIBIT 1

SAMPLE CONTRACT

WEED CONTROL AGREEMENT

This Weed Control Agreement (“Agreement”), effective upon its full execution (“Effective Date”), is made by and between the County of Oneida (“County”), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and _____ (“Contractor”), a _____ corporation, with its principal office located _____, _____. The County and the Contractor are each a “Party” and together, the “Parties”.

RECITALS

WHEREAS, the County requires weed control services to be performed at various locations; and

WHEREAS, the County issued an Invitation to Bid, Reference Number _____, to any and all companies interested in performing said weed control services, and a copy of such Invitation to Bid is annexed as Exhibit A; and

WHEREAS, the Contractor bid on such work, and a copy of its bid is annexed as Exhibit B; and

WHEREAS, the County Board of Acquisition and Contract found the Contractor to be the lowest responsible bidder to respond, and the Parties wish to execute this Agreement for the provision of weed control services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. The Services. The Contractor shall perform weed control services at the following locations, once in the Fall of each year and once in the Spring of each year (collectively, the “Services”), for the following prices:

A. ONEIDA COUNTY DIVISION OF BUILDINGS & GROUNDS				
<u>Building</u>	<u>Approx Feet</u>	<u>Address</u>	<u>Spring Cost</u>	<u>Fall Cost</u>
Oneida County Office Building	1600	800 Park Ave Utica, NY 13501	\$	\$
Oneida County Utica Courthouse	610	200 Elizabeth St Utica, NY 13501	\$	\$
Oneida County Law Library	260	235 Elizabeth St Utica, NY 13501	\$	\$

Union Station	2200	321 Main St Utica, NY 13501	\$	\$
Oneida County Health Clinic	295	406 Elizabeth St. Utica, NY 13501	\$	\$
Records Retention	337	4608 St Route 233 Westmoreland, NY 13490	\$	\$
Storage	139	4681 St Route 233 Westmoreland, NY 13490	\$	\$
Department of Social Services	640	300 W Dominick St Rome, NY 13440	\$	\$
Oneida County Family Court	360	301 W Dominick St Rome, NY 13440	\$	\$
Oneida County Rome Court House	444	302 North James Street Rome, NY 13440	\$	\$
Farm and Home Center	473	121 Second St Oriskany, NY 13424	\$	\$
Former Federal Reserve	658	120 Airline St Oriskany, NY 13424	\$	\$
E911 Center	465	120 Base Rd. Oriskany, NY 13424	\$	\$
Whitesboro Training Tower**Mowing included**	2827	5696 Westmoreland Rd Whitestown, NY 13492	\$	\$
Wynn Hospital Parking Garage	1300	407 State Street Utica, NY 13501	\$	\$
Child Advocacy Center	326	1415 Genesee St Utica, NY 13502	\$	\$
Remsen Training Tower	3600	10307 Pritchard Rd Steuben, NY 13438	\$	\$
Kirkland Radio Tower **	3600	3615 Skyline Dr. Kirkland, NY 13288	\$	\$
Bridgewater Radio Tower **	3600	1630 Hardscrabble Rd. Bridgewater, NY 13318	\$	\$
Steuben Radio Tower **	3600	10485 N. Steuben Rd. Steuben 13438	\$	\$
Rome Radio Tower **	3600	216 South Charles Street Rome 13440	\$	\$
Higby Radio Tower **	3600	623 Higby Rd New Hartford 13413	\$	\$
Burrstone Radio Tower **	3600	1555 Burrstone Rd Utica 13502	\$	\$
Florence Radio Tower **	3600	3131 Shultz Rd. Florence 13316	\$	\$
Radio Towers **	3600	120 Base Road. Oriskany 13424 both AT&T and 911	\$	\$

Radio Tower **	3600	8243 Kotary Rd. Floyd 13354	\$	\$
Radio Tower **	3600	3710 State Rt. 69 Annsville 13471	\$	\$
Utica Tower	125	87-89 Harbor Lock Rd W Utica, NY 13502	\$	\$
Oneida County Jail *Fence line*	2800	6075 Judd Rd Oriskany, NY 13424	\$	\$

**C. ONEIDA COUNTY
DIVISION OF HIGHWAYS &
BRIDGES**

<u>Building</u>		<u>Address</u>	<u>Spring Cost</u>	<u>Fall Cost</u>
Department of Public Works, Oriskany Garage	1256	5999 Judd Rd Oriskany, NY 13424	\$	\$
Barneveld Maintenance Facility	762	Barneveld, NY	\$	\$
Taberg Maintenance Facility	712	Taberg, NY	\$	\$

**D. ONEIDA COUNTY
DEPARTMENT OF
AVIATION**

<u>Building</u>		<u>Address</u>	<u>Spring Cost</u>	<u>Fall Cost</u>
Airport Main Building	482	660 Bomber Dr. Rome, NY 13440	\$	\$

2. Performance of the Services. Contractor shall:
 - a. Schedule the Services at each Location on a date reasonable acceptable to the County. All Services shall be performed between the hours of 6:00 a.m. and 7:00 p.m., unless the County agrees otherwise.
 - b. Fertilize all lawn areas with weed control and insect control. Use Trimec 992 Broadleaf Herbicide or its equivalent and apply such herbicide at its application rate per the manufacturer's instructions.
 - c. Treat all mulched beds with selective weed control. Use Ranger Pro Herbicide or its equivalent and apply such herbicide at its application rate per manufacturer's instructions.
 - d. Apply herbicide to all paver and sidewalk joints. Use Trimec 992 Broadleaf Herbicide and/or Ranger Pro Herbicide, or their equivalents, and apply at the application rate per the manufacturer's instructions.
 - e. The Contractor must comply with all federal, state, and local laws, rules, and regulations concerning the control of weeds and application of

herbicides and pesticides and hold all licenses and certifications as may be required for the same.

3. Term. The Term of this Agreement shall commence upon the Effective Date and continue for three (3) years. The Parties may renew this agreement for up to two (2) additional terms of one (1) year each.

4. Payment. The County shall pay the Contractor at the prices set forth in Section 1, provided that such prices shall be increased by three percent (3%) per year. To receive such payments, the Contractor shall on a monthly basis submit invoices to the County for any Services performed in the preceding month. Separate invoices shall be provided for each County division or department, as follows: (a) the Division of Buildings and Grounds; (b) the Division of Highways and Bridges; and (c) the Department of Aviation. Each invoice shall state which locations at which weed control was performed, and the price for such service. Such invoices shall be in a form reasonably acceptable to the County and its Comptroller. The County shall make payment within 30 days following its acceptance of an invoice.

5. Contractor Representations and Warranties.

- a. The Contractor represents that it is properly qualified, licensed, financed, organized and equipped to perform the Services hereunder.
- b. The Contractor will furnish all labor, equipment, materials, supplies and facilities necessary for the performance of the Services.
- c. The Contractor shall be responsible for providing its employees, agents, and servants with all safety equipment necessary to comply with all applicable federal, state and industry standards. The Contractor shall secure and maintain safe worksites, equipment and conditions in accordance with the requirements of any and all applicable laws and regulations, and industry standards.
- d. The Contractor shall be solely responsible for providing the Services pursuant to industry standards, and shall determine the techniques, sequences, procedures and means to be utilized, unless specified in the Contract.
- e. The Contractor's supervisory personnel shall regularly inspect the locations and supervise the Services provided. The County shall have the right to inspect the locations and Service at any time, although such inspection in no way alters the relationship of the Parties or the duties of the Contractor.
- f. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses and requirements thereunder in connection with performance of the Services. In particular, the Contractor shall comply with Article 8 of the New York State Labor Law (the "Labor Law"). The Contractor's employees may not be required or permitted to work more than the number of hours and days provided in the Labor Law, and as set forth in the prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor 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 New York State Labor Department in accordance with the Labor Law.

- g. The Contractor understands that prompt and ready provision of the Services delineated under this Agreement is required by the County. The Contractor shall immediately provide notice to the County in writing of any difficulty in complying with any of the requirements of the Contract. This shall include, but not be limited to, discoveries of unknown conditions at the locations, especially those that render the Service in violation of any law, ordinance, code, rule, regulation, permit or license. The Contractor shall not incur any liability, expense or obligation without first receiving written consent from the County.
- h. The Contractor shall maintain at all times strict discipline among its employees, agents, and servants. All employees, agents, and servants shall have the appropriate character, skills and experience to provide the Service.

6. Termination and Breach. The County may terminate this Agreement for any reason, or no reason at all, upon thirty (30) days written notice to the Contractor. The County may terminate this agreement immediately upon the Contractors material breach of this Agreement. Upon termination of this Agreement, whether for convenience or material breach by Contractor, the Contractor shall be entitled to payment solely for Services satisfactorily performed through the date of Termination. IN NO EVENT SHALL CONTRACTOR BE ENTITLED TO CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, IT BEING THE EXPRESS AGREEMENT OF THE PARTIES TO LIMIT CONTRACTOR'S REMEDY UPON TERMINATION OF THIS AGREEMENT TO PAYMENT FOR SERVICES ACTUALLY AND SATISFACTORILY PERFORMED.

7. Assumption of Risk and Indemnification.

- a. The Contractor solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the prosecution of the Service covered by this Agreement, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the County. The risk of loss or damage, direct or indirect, to any equipment, tools, materials or property furnished, used, installed or received by the County or the Contractor for performing services or furnishing materials for the Service covered hereunder.
- b. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to: (a) the risks it assumes herein; (b) THE Contractor's performance of this Agreement; (c) intentional or negligent acts or omissions of the Contractor, its officers, employees, or agents; and (d) operations of the Contractor in the performance of this Agreement; or (d) from the Contractor's failure to comply with any of the provisions of this Agreement or of any federal, state, or local law, rule, or regulation. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise.

- c. Neither the termination of this Agreement nor the making of the final payment shall release the Contractor from its indemnification obligations. The enumeration elsewhere in this Agreement of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.
- 8. Insurance Requirements.
 - a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. The Contactor shall maintain said CGL coverage for itself and the additional insured for the duration of the term and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.
 - ii. Workers' Compensation and Employer's Liability, pursuant to statutory limits.
 - iii. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.
 - iv. Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000). The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention,
 - v. Waiver of Subrogation. The Contractor waives all rights against the County, its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
 - b. The Contract shall provide certificates evidencing the insurance required by this Section. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written

notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. Independent Contractor. Contractor and its employees, agents, officers, servants and any of their other personnel, shall have the relationship to the County of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, not but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor. The County shall not make any withholding for taxes or any other obligations. The Contractor shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

10. Notices. All notices shall be in writing and delivered via certified mail to the address of the counterparty first set forth above.

11. Nondiscrimination. The Contractor agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Contractor shall not establish or permit any such practice(s) of discrimination with reference to this Agreement.

12. Assignment. Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest herein, or its power to execute such Agreement to any other person or corporation, except as provided in Section 109 of the General Municipal Law.

13. Severability. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

14. Entire Agreement. The terms of this Agreement, including the exhibits attached hereto, represent the final intent of the Parties and supersede all other agreements and representations, written or oral, on the subject matter. Any modification, rescission or waiver of the terms of this Agreement must be in writing. Any waiver by any of the Parties to any of the provisions shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

16. Advice of Counsel. Each Party acknowledges that it 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.

17. Choice of Law/Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principals. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York. Contractor expressly waives personal service of any process or summons upon it arising from or related to this Agreement, and agrees to accept such process or summons by certified mail to the address set forth above for the receipt of notices.

18. Captions. The captions or headings of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of this Agreement or in any way affect this Agreement.

19. Singular-Plural; Male-Female. As used in this Agreement, the singular of any word or designation, whenever necessary or appropriate, shall include the plural and vice versa, and the masculine gender shall include the female and neuter genders and vice versa.

20. Required Provisions. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

21. Authority. The Contractor's signatory hereby represents, warrants, and personally guarantees that he or she has the power and authority to execute this Agreement. The execution and delivery by the signatory of this Agreement and the provision of the Service have been duly authorized by the Contractor. No other action on the part of the Contractor or any other person or entity, are necessary to authorize the Contractor to enter into this Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties herein have set their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date

CONTRACTOR.

[insert]
[insert]

Date

Approved:

Andrew Dean, Esq.
Deputy County Attorney-Administration

Attachment A
(Standard Oneida County Conditions)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and the 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.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 220-i

If this contract is for a public work and is a covered project as set forth in Labor Law § 220-i, the Contractor shall at all times comply with, and shall require its subcontractors (if any) to comply with, Labor Law § 220-i. The Contractor and its subcontractors (if any) shall at all times be registered by the Department of Labor as set forth in Labor Law § 220-i. Should the registration of the Contractor or its subcontractors (if any) lapse during the term of the contract or subcontract, the Contractor and its subcontractors shall be subject to Labor Law § 220-i(5). Should a Contractor or subcontractor be determined by the Department of Labor to be unfit to be registered by the Department of Labor during the term of the contract or subcontract, then its work may continue only if a monitor is appointed to oversee the work completed at the sole expense of the Contractor or its subcontractor, as applicable. Such monitor must be approved by the Department of Labor.

Attachment B
(Invitation to Bid)

Attachment C
(Contractor's Bid)