

Request for Proposals

for

Broadband Development Partnership in

ONEIDA COUNTY, NY



January 2023

Prepared by: Oneida County Department of Planning

Union Station, 321 Main St

Utica, NY 13501

Phone (315) 798-5710

ONEIDA COUNTY
BROADBAND DEVELOPMENT PARTNERSHIP
REQUEST FOR PROPOSALS (RFP)

Oneida County was awarded federal funding to provide broadband internet service in unserved areas and seeks proposals from internet service providers (ISPs) to build out these areas in order to provide broadband internet service to residents and/or businesses. Interested and qualified internet service providers ISPs must submit their Proposals to:

Jeff Quackenbush
Deputy Commissioner of Planning
Oneida County Planning Department of Planning
Union Station, 321 Main Street
Utica, NY 13350

All proposals must be received by the Oneida County Department of Planning no later than 3:00 p.m. on March 15, 2023. Proposals received after this date will not be accepted. Proposals must be delivered to the address above to the attention of Jeff Quackenbush.

Questions regarding this RFP must be submitted to Jeff Quackenbush via email (jquackenbush@ocgov.net) or letter and received no later than 5:00 p.m. on February 23, 2023. Responses to any questions will be provided to all proposers.

* * * * *

Oneida County will receive proposals for:

Broadband Development Partnership in Oneida County, NY.

Interested and qualified ISPs may receive a copy of the RFP by contacting Jeff Quackenbush at (315) 798-5710 or jquackenbush@ocgov.net

Proposal envelopes shall clearly indicate a “Proposal for Broadband Development Partnership in Oneida County” and the name of the company submitting the proposal.

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Executive Summary:

Oneida County was awarded federal funding to provide broadband internet service in unserved areas and seeks proposals from internet service providers (ISPs) to build out these areas in order to provide broadband internet service to residents and/or businesses. Oneida County seeks to partner with one or more established ISPs and is asking for a Fiber-to-the-Home (FTTH) solution in order to maximize the life of its investment. Oneida County is looking to reach an agreement to financially support the successful ISP(s) with grant funding and other support needed to make the project(s) financially feasible.

Oneida County has developed a map of 39 underserved areas of the County, each of which contains 25 or more homes that are without broadband internet. Respondents are invited to visit the County's mapping portal at www.ocgov.net/broadbandrfp2023 and to propose projects to provide broadband to one or more of these areas. The areas will become visible upon "zooming in" on the County-wide map, allowing a more granular view of the areas. **Respondents may propose projects for one or more areas but may not split any area.** In other words, respondents' proposals must be for whole areas. These areas are labeled and respondents must refer to those labels in their proposals.

The County has allocated \$2 million in initial seed money for this initiative but anticipates partnering with local governments to increase the total funding available. Respondents should tailor their proposals accordingly. Responding ISPs must propose the total cost of the project based on ISPs' identification of project areas drawn the mapping. Based on the total funding needed and federal funding available to the County, the ISP will be asked to propose what funds will be needed from the County, what amount of funds the ISP intends to provide, and any gap in funding that might be filled by other local governments or other sources. The goal of this effort is to enable the private broadband market to expand and thrive in Oneida County, while collaborating to best utilize available public grants.

Background

Oneida County is home to approximately 232,000 residents covering 1,250 square miles of land in the Mohawk Valley Region of New York. Within the County there are three cities, twenty-six towns and sixteen villages. Dominant economic sectors are agricultural related operations, nano-technology, education and healthcare. Similar to other rural communities in New York State, many of Oneida County's municipalities lack affordable, dependent, high-speed broadband internet. As the need for internet continues to rise, the Oneida County Executive recognize that expanding high-speed broadband services is vital to economic growth and quality of life.

In 2018, Oneida County finalized an *Inventory of Broadband Assets* which contains information regarding vertical assets, public and emergency facilities, commercial and industrial growth areas, downtown districts and other vital County data to be utilized in developing a feasibility study for an expanded broadband internet network.

In addition to providing funding, Oneida County will contribute the following services to the successful ISP:

1. Partnering with other local governments to increase the total funding available.
2. The County will not convey physical assets or property but will assist the ISP in communicating with other governments, companies, and residents in gaining access to right of ways and network assets such as poles or conduit.
3. Rights of Way - Construction and the installation of equipment in right of ways will be subject to standard permitting. The County will assist the ISP in gaining access to right of ways whenever they are needed for a project by advocating on behalf of the citizens of Oneida County for whom these projects will benefit.
4. Pole Attachment Rights - All pole attachment permits will need to be obtained by the ISP.
5. The County will advocate on behalf of the citizens of Oneida County for whom these projects will benefit.

6. Space and power - All space and power needs will need to be addressed by the ISP. Oneida County will advocate on behalf of the citizens of Oneida County for whom these projects will benefit.
7. Retail Marketing Assistance - The County will assist ISP's pre-construction efforts to market to and obtain commitments for network services (primarily Internet access) from households and small businesses in the service area. The County will provide the ISP access to real property data in the proposed project area if desired.
8. Other Services - The County will provide the ISP with access to other assets and services that are owned or controlled by the Oneida County Department of Planning, assisting the ISP in understanding as much about the project area as possible and having situational awareness in the field. These include:
 - Access to GIS data including street maps, maps of terrain, imagery, tax parcels, etc.
 - Access to drone imagery and obliques if desired
 - Access to real property data

Evaluation Criteria

Proposals will be evaluated, and, at Oneida County's discretion, an award made to the ISP that demonstrates the best ability to meet the overall goals of the project, with particular emphasis on the ability to fulfill the scope of work in the most timely and efficient manner. The County will initially assess the qualifications of each ISP submitting a proposal and evaluate the proposal according to the following criteria:

- Total Project Cost – Lump Sum
- ISP Upfront Investment – Proposed by ISP
- Town/Village/City contribution (ISPs are not responsible for determining the local contribution, if any. The County will inquire with localities to determine whether they will contribute to the broadband effort).
- Revenue Share – Proposed by ISP
- Proximity to the County – Does ISP have close presence to service area
- Experience – Provide Qualifications Package

- Support Record – Provide customer references if possible.
- Service Offerings – ISP Data Speeds and Costs per month for the proposed service area.

The County may select one or more of the proposing ISPs for interviews. The County may also forego the interview process if it deems that an interview process is not warranted.

Project contact:

Jeff Quackenbush
Deputy Commissioner of Planning
Oneida County Department of Planning
Union Station, 321 Main St
Utica NY 13501
e | jquackenbush@ocgov.net
p | (315) 798-5710

Project Scope and Deliverables:

1. The scope of this RFP is to build a Fiber-to-the-Premises (FTTX) broadband access network in one or more of the defined service areas over a 2-year period (Construction not to exceed a 1-year period). Associated with this buildout, the successful ISP will begin providing gigabit level service to businesses and residents with a minimum service level of 100 Mbps symmetrical. The focus of this RFP is broadband services ONLY, but the successful ISP will not be prohibited from providing additional services such as cable or phone. The offering of such services in the proposed funded service areas will be considered upon evaluation of proposals. Providing these services, however, must not interfere with the requirements of the RFP and no funding can be granted to support the additional services.
2. Funding – Oneida County was awarded federal funding that specifically identifies broadband buildout as an intended purpose. Oneida County seeks to fund buildouts to the identified project areas from ISPs. Oneida County will also solicit funding from other local governments. The ISP will own the infrastructure and improvements.
3. Service Areas – Visit www.ocgov.net/broadbandrfp2023 to access the County’s broadband mapping tool, and zoom in to view areas in need of broadband service. Electronic shape files and address points will be provided upon request. Contact Jeff Quackenbush (jquackenbush@ocgov.net) for this data.
4. Required Infrastructure Fiber-to-the-Premises (FTTX) – Oneida County has determined that any investment in broadband should be one that considers the longevity of the technology and the ability of that technology to adapt to future advancements. It has determined that FTTX would provide both a medium that can support current state of the art bandwidth deployments as well as future applications. Oneida County also understands the challenges of getting fiber to rural areas and believes that partnering with an ISP to provide the level of financial support required to reach rural areas will make the project feasible for both parties. The technology deployed must be fiber based and a minimum GPON Standard or verifiable equivalent must be designed to the household. An XGS-PON capable system or equivalent must be designed to the business. All

designs will be in accordance with AHJ standards, IEEE, NEC, NESC, TIA-568, TIA-569, TIA-606, TIA-607, ITU-T G986, ITU-T G989, and BICSI standards.

5. Service Offerings – To provide flexibility to the service providers, this RFP requests that the ISP list the internet service offerings that will be offered to all residents and businesses for the proposed funded service areas. However, to ensure that residents are brought up to the County’s current broadband standard of Gigabit service, the ISP must follow the following guidelines for residential service offerings:

- The minimum internet service offering must be 100 Mbps download by 100 Mbps upload or greater.
- Must offer a 1Gbps download by 400 Mbps upload internet service offering.
- Symmetrical services are preferred.
- Technical support assets within 90 miles of service area for customer support needs. The estimated cost of service must be provided for all levels of service being provided.

6. Project Deployment Schedule – Per the awarded grant application, the deployment of the network will be phased over the next 2 years (2023 - 2025). At the end of that 2-year period, the proposed broadband internet services will be available upon request in all proposed service areas. The successful ISP will be required to provide a 2-year phasing plan and take-rate projections. Responses may propose an accelerated schedule and will be considered by the County when awarding the partnership.

Preliminary Schedule

February 2023	RFP release
March 15, 2023	Proposals due by 3:00 p.m.
February 23, 2023	Questions regarding RFP due by 5pm.
February 24, 2023 at 10:00 a.m.	Information Session/Q & A Meeting
March 2023	Interviews
April 2023	Award

Proposal Requirements and Materials:

1. Proposals for the “Oneida County Broadband Development Partnership” will be accepted at the Oneida County Department of Planning, 321 Main Street, 3rd Floor, Utica, NY 13501 until 3 p.m. on March 15, 2023. No fax or email submissions will be accepted. The submission must include 1 paper copy and 1 electronic copy (on a USB drive) of the entire package. The outside of the proposal package should be clearly marked “Oneida County Broadband Development Partnership” and the name of the company submitting the proposal. The package should contain the following:
 - a. A Cover Letter introducing the ISP, its relevant knowledge and experience, and an explanation why it is qualified to perform the tasks required by this RFP.
 - b. The actual legal name of the proposing entity, its corporate form, and its state of incorporation, and the legal name of all parent entities.
 - c. Designation of a project manager and identification of all staff responsible to perform the work. If any subcontractors or subconsultants will be used, the proposer must identify them and identify the work they are intended to perform.
 - d. A map of the ISP’s existing coverage areas in New York as of the date this RFP is issued.
 - e. Project approach – including proposed schedule, stakeholder participation process, proposed visits to Study Area.
 - f. Three references for similar projects, preferably from a municipal source, including contact names and telephone number and/or email address.
 - g. Dates when the ISP will be available to meet with RFP Selection Committee for an interview, in March 2023 (after March 22, 2023).
 - h. A project schedule separated into discrete tasks, including timeframes for the performance of the ISP’s responsibilities.
 - i. A cost proposal and budget for performing the entire scope of work, and where applicable, disaggregated by component. Payments will be tied to Task deliverables that are considered complete and acceptable by the

County. Include:

- Proposed investment from the ISP
 - Proposed Revenue Share
 - Proposed investment from the County
- j. Billing rate schedule. **The ISP must provide at least one tier of service that has a cost not to exceed the National Broadband Index as published by USTelecom in any given year of service.**
 - k. Signed copies of each of the Required Certifications in Attachment 4.
 - l. Signed Proposal.
2. Information Session – Q & A Session. The County intends to hold an information session with all interested ISPs. The purpose of the information session is to better describe the County’s needs, and to answer questions from respondents.
 3. Interview Process – Proposers may be required to interview with principals and critical project participants.
 4. MWBE Participation – The County encourages responses from New York State certified Minority and Women-Owned Business Enterprises (MWBE), and encourages proposers to make every good faith effort to promote and assist the participation of MCBEs as subcontractors/subconsultants. MWBE participation will be a priority in evaluating responses to this RFP. Oneida County will consider prime consultants and subconsultants who have applied for New York State MWBE certification and whose applications are complete and in the review/approval process.
 5. Upon Award.
 1. Contract Negotiation and Execution – By responding to this RFP, the proposer expressly agrees that the terms of the ensuing contract will be negotiated and that the County will not accept unalterable form-contracts. Any award is subject to approval of the Oneida County Board of Legislators.
 2. Detailed Construction Costs –The ISP will be required to break down construction costs per the 2-year construction plan. The project cost estimate must include all project related costs including, but not limited to:
 - i. Planning the project

- ii. Surveying & permitting application costs Designing the FTTX fiber-optic cable plant Procure make-ready cost from all pole owners
 - iii. Construction cost excluding contingencies and incidentals
 - iv. Closeout
- 3. Network Design – Provide a detailed network design based on the ISP’s existing network, ISP funded buildout and County funded buildout.
- 4. Provide a projected take-rate for the project areas and approximate number of households listed.

GENERAL INSTRUCTIONS TO PROPOSERS:

SECTION 1: Proposal Submission

By submitting a proposal, the proposer agrees to accept all of the terms and conditions of the Instructions to Proposers. Proposer agrees to complete all work as specified or indicated in the documents for the price listed within the timeline.

Oneida County reserves the right to reject any and all proposals in whole or in part and to disregard all non-conforming, non-responsive or conditional responses.

SECTION 2: Disqualification

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

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

SECTION 3: Documents

A complete sets of Documents must be used when submitting proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

SECTION 4: Evaluation

Each proposal submitted will be reviewed and evaluated according to the evaluation criteria contained herein. Other considerations will include completeness of proposal and ISP's demonstrated capabilities and professional qualifications as determined by Oneida County. Oneida County reserves the right to negotiate for additional services with the successful proposer and/or to delete components when business operations change.

SECTION 5: Award of Contract

An award will be made as determined to be in the best interests of Oneida County. Any award must be approved by the Oneida County Legislature and will have no effect absent such approval. The RFP may be cancelled and any proposal may be rejected in whole or in part.

Unsuccessful proposers may request an explanation of the reasons why an award was not made to them.

No successful proposer to whom a contract is awarded shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest therein, including the performance of the contract or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Oneida County Purchasing Agent. In the event the proposer shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title and interest therein, including the performance of the contract, or the right to receive monies due or to become due, or its power to execute such contract to any other person or corporations, or upon receipt by Oneida County of an attachment against the proposer, the County of Oneida shall be relieved and discharged from any and all liability and obligation under or arising from the contract with such proposer, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract to the fullest extent permitted by law.

The successful proposer will be required to procure and maintain at their own expense insurance coverages as outlined in the "Oneida County Insurance Requirements" attached. Oneida County shall be named as an additional insured.

SECTION 6: Indemnification

The successful proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 7: Remedy for Breach

In the event of a breach by PROPOSER, PROPOSER shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute proposer to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute proposer.

ONEIDA COUNTY INSURANCE REQUIREMENTS

1. Required Coverage:

- a. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Prior to the start of any work, the proposer shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County
- b. Workers' Compensation and Employer's Liability: Statutory limits apply.
- c. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- d. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-

insured retention, maintained by or provided to the additional insureds.

- e. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/02) must be included with the certificates of insurance of the contract or agreement. Coverage shall remain in effect for two years following the completion of work
2. All insurance carriers providing the above coverages for the Proposer must also be licensed to do so in New York State. All such carriers must be rated no lower than "A-" by the most recent Best's Key Rating Guide or must be otherwise acceptable to the County.
3. The decision to accept an insurer rests solely with the County.
4. It is expressly understood and agreed by the proposer that the insurance requirements specified above contemplate the use of occurrence liability forms.

Attachment 1 - Standard Clauses for All County Contracts

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

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

- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug 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 (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if

this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute

is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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.

Attachment 2 – Required Certifications

Proposer Must Sign and Submit Each Certification with its Proposal

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter “RFP”) does not commit the County of Oneida (hereinafter the “County”) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the “Applicant”) or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant’s experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

_____	_____	_____
Legal Name of Organization	Signature	
_____	_____	_____
Date	Printed Name	

		Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

_____	_____	_____
Legal Name of Organization	Signature	
_____	_____	_____
Date	Printed Name	

		Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

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

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

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

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

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

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

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

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

_____	_____	_____
Legal Name of Organization	Signature	
_____	_____	_____
Date	Printed Name	

		Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

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

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

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

This prohibition shall not apply to:

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

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

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

_____	_____	_____
Legal Name of Organization	Signature	
_____	_____	_____
Date	Printed Name	

		Title