Request for Proposals for
Professional Auctioneer Services
RFP No. 2025-413

Sealed Requests for Proposals (RFPs), subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF FINANCE, until ***4:00 p.m.*** on **May 2, 2025.**

Specifications MUST be RECEIVED from the Oneida County Finance Department at 800 Park Avenue, Utica, New York 13501, or downloaded from the Oneida County website at http://www.ocgov.net (Public Notice Section).

Copies of the described RFP may be examined at no expense at the Oneida County Purchasing Department.

The return envelope must be clearly marked with the RFP # 2025-413 and addressed to the Oneida County Finance Department at 800 Park Avenue, Utica, New York 13501.

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

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

Alfred Barbato
Director of Purchasing

Dated: March 18, 2025

It is understood and agreed by the Proposer 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 "Proposer") 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 Proposer.

3. Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County of third parties with regard to the Proposer'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 Proposer 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. Proposers acknowledge that the County is subject to Article 6 of the Public Officers Law.

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

____________________________	____________________________
Legal name of organization	Signature
____________________________	____________________________
Date	Printed Name
	____________________________
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

PROFESSIONAL AUCTIONEER SERVICES
REQUEST FOR PROPOSALS
RFP NO. 2025-413

SECTION 1. PURPOSE.

- The County of Oneida is seeking to enter into a contract with a Vendor who has experience in governmental auctioneering services. The Vendor shall conduct a public auction of real property and any attached buildings, structures and facilities (including mobile homes), but shall not include the personal property of the former landowner, unless specified by the County.

SECTION 2. SCOPE OF WORK.

2.1. SERVICES INCLUDE, BUT ARE NOT LIMITED TO:

- Offered features and services beyond the minimum requested in this proposal will be considered for added value. The Auctioneer must, at a minimum, perform or provide the following:
  - Orientation and strategy meetings with the Commissioner of Finance, to be scheduled on an as needed basis. Auctioneer is expected to be both accessible and accommodating regarding communications and status checks by county officials.

  - On-site inspection of all publicly accessible properties subject to auction, such inspection to include the posting of an auction sign, and the taking of hi-resolution digital photos, where possible, to identify the property. Each auction sign shall include the Auctioneer's website address and a toll-free "800" telephone number.

  - The Auctioneer will develop and maintain a website that will contain, for all properties being auctioned, at a minimum, the municipality, the Parcel Identification Number, the street location, the digital Tax Map, photo or photos of the property, and a brief description of the property (i.e., single family, ranch, detached garage, 1-acre, fair condition). The website must allow for continuous updates for properties that have been removed from the sale by reason of full payment of taxes, legal withdrawal, or County decision to withdraw. The Terms and Conditions of Sale, as approved by the Oneida County Commissioner of Finance shall be displayed on the website along with the County's determined time and manner of the auction. The website shall also be equipped for online registration of bidders.

- Each proposer shall devise, implement and manage a commercially feasible marketing plan to promote the auction sale of subject properties. Promotional activities Auctioneer – Tax Foreclosed Properties may include print media or local and regional publications, direct mail brochures, e-mail and other Internet means. The proposer will create a pre-auction press release for distribution to the media, which must be pre-approved by the Commissioner of Finance.

- Advertising for the auction shall be at the discretion of the Auctioneer, with the minimum requirement that the auction be advertised at least twice in the official newspapers of the County. The Auctioneer should also seek to utilize other methods of advertising, such as the New York Press Service, social media and other online platforms. Where possible, the Auctioneer should contact prior bidders. The proposer's marketing plan will be central to evaluating proposals.

- The Auctioneer shall prepare a booklet of properties for sale no later than twenty-one (21) days prior to the start of the auction. The booklet should include:
  - (a) the date, time, and web address of the auction.
  - (b) the Auctioneer's website address and toll-free "800" phone number;
  - (c) the Terms and Conditions of Sale;
  - (d) the parcel identifier number and street address of each parcel;
  - (e) high resolution digital photos and maps of every property; and
  - (f) directions for Pre-registration.
  - (g) other items as suggested by Auctioneer.

- The booklet shall be made available to the County Commissioner of Finance for Distribution. The Auctioneer shall also create and maintain an electronic version of the booklet and post it on the Auctioneer's website for public viewing. Such electronic version shall be downloadable in a full color PDF format and may contain such other information as the Auctioneer deems appropriate.

- The Auctioneer will be primarily responsible for all pre-registrations and registrations. The County will forward any manually completed (paper) bidder registrations to the Auctioneer by the registration deadline. Information to access pre-registration and registration must be posted on the Auctioneer's website. Additionally, the County will provide the Auctioneer with a list of delinquent taxpayers that Auctioneer will be expected to use to "pre-screen" bidders.

- The Auctioneer shall accept bids on all properties still available for sale at the beginning of the auction period via an online bidding process. Recording of the successful high bidder and the bid amount for each parcel shall be the responsibility of the Auctioneer. Auctioneer will also keep a verified list of backup bidders to all properties sold. The Auctioneer shall collect bid deposits when paid with credit/debit cards at the close of auction. All other bid deposits will be collected by the Oneida County Finance Department. The Oneida County Finance Department will only accept certified funds for bid deposits. Successful bidders will be required to pay to the County, the balance of their successful bid, administrative fees, and recording fees.

- The Auctioneer shall provide all registered bidders with a copy of any required Notice required for the purchase of property.

- The Auctioneer shall provide all required programs, equipment and sufficient staff to conduct a professional online auction event.

- A computer file of all registered bidders with bid number, and for each parcel sold the successful bidder and bid amount, and backup bidder and bid amount shall be delivered to the Commissioner of Finance within one (1) business day of the conclusion of the auction. The Auctioneer shall transfer all deposits it collects from online bidders to the Oneida County Commissioner of Finance within one (1) business day of verification of receipt of the deposit funds in Auctioneer’s account.

- The Auctioneer will charge a buyer's premium charged to the winning bidder for any and all property provided under this contract. [Copy of the county’s current MEMORANDUM OF AGREEMENT & OFFER TO PURCHASE (paragraph 13) is attached for review.]

- The Auctioneer shall provide regular updates of auction activity to the County for the duration of the auction. At the conclusion of the auction, or at some reasonable time thereafter, the Auctioneer shall compile and provide a complete report of the auction activity to the County, from start to finish, serving as an official record of the proceedings. The report should be accompanied by an affidavit by Auctioneer.

- The Auctioneer must adhere to the property listing provided by the County for the sale of properties on auction day.

- The Auctioneer will coordinate all aspects of the auction with the Oneida County Finance Department to ensure a seamless presentation and orderly process in compliance with the County's policies, rules and regulations.

- Any properties pulled from the auction by the County for whatever reason will not result in any charge or reimbursement to the Auctioneer. No fees will be paid to the Auctioneer on any parcels that do not fully close following the auction, or on any parcel withdrawn by the County from the auction for any reason.

- Auctioneer shall fully guarantee the quality and workmanship of the professional services and/or goods provided and shall represent and warrant that such services and/or goods meet or exceed all applicable real estate auction industry standards.

- Auctioneer shall agree to defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance of the agreement and auction, and to bear all other costs and expenses related thereto; and to indemnify and hold harmless the County of Oneida, its officers, employees and agents from any and all claims, demands and damages arising directly or indirectly out of the performance of or failure to perform hereunder by the Auctioneer, or by third parties under the control and direction of the Auctioneer.

- Auction shall be of real property and any attached buildings, structures and facilities (including mobile homes), but shall not include the personal property of the former landowner, unless specified by the County.

- The County retains the right to approve or reject any and all bids to purchase real property for any reason whatsoever. The Oneida County Board of Legislators must approve the results of the auction typically at its next regular monthly meeting following the auction.

- The contract to be awarded shall provide that the Auctioneer shall not misrepresent the condition of any County tax delinquent property to a prospective buyer. The contract shall clearly state that all parcels of real property are to be sold by the Auctioneer "as is, where is" without warranty, express or implied.

- The County shall convey all properties to the winning bidder by Quitclaim Deed. The County will record the executed deed in the Office of the Oneida County Clerk.

- The successful proposer of this RFP will be required to execute a professional services agreement with the County in the form and content authorized by the Oneida County Attorney. The final contract will include, at a minimum, the terms and conditions set forth in this RFP and may include those reflected in the specific proposal submitted. The contract documents shall be the exclusive source of the proposer's rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

- It is understood and agreed that the successful proposer is an independent contractor and shall not be considered an agent of the County, nor shall any of the successful proposer's employees or agents, be considered sub-agents for the County, excepting the agency relationship described by New York State Department of State regulations regarding licensed brokers/salespeople in real estate transactions.

- The successful proposer shall not assign or transfer any interest or claim under the contract with the County except as authorized in writing by the County and, except as set forth in its Proposal, no contract shall be made by the successful proposer with any other parties for furnishing any of the work or serves under this contract without the approval of the County.

- The exclusive means of disposing of any dispute arising under this contract, which is not disposed of by agreement, shall be decided in the Oneida County Court. There shall be no right to binding arbitration.

- In the event a bidder refuses or fails to pay for any property, without a compelling excuse, as determined by the County, they may be barred by the Commissioner of Finance from bidding in the future auctions, said action to be enforced by Auctioneer, and the property, at the discretion of the Commissioner of Finance, may be offered to the second highest bidder for the second highest bid amount. If the second highest bidder refuses or fails to pay for the property, the County may direct the property to be re-auctioned, at the discretion of the County. The Auctioneer assumes the risk that any method of payment accepted by the Auctioneer is deemed insufficient. The County shall not issue any refunds or credits for funds paid to the County that are later deemed insufficient by the Auctioneer.

2.2. QUALIFICATIONS.

- Authorized to do business in the State of New York and in good standing therewith.
- A minimum of five (5) years of experience providing auctioneering services to governmental entities, including the sale of real estate, motor vehicles and/or heavy equipment.
- Experience with similar sizes and types of auctions, particularly auctions with annual gross revenues in excess of $200,000.00.
- Minimum of three (3) governmental references.
- Experience with advertising media and prospective markets.
- Ability to perform those services itemized in section 2.1
- Adequate staff, equipment and resources required to successfully perform the services, including auctions with annual gross revenues in excess of $200,000.00.
- Ability and willingness to furnish any and all Certificates of Insurance in the form(s), type(s) and with policy limit(s), acceptable to, and reasonably required by, the County, prior to commencing any services.
- Ability and willingness to execute and comply with all indemnification clauses, as may be required by the County.
- Ability and willingness to perform the services as an independent contractor.
- Ability and willingness to furnish all government permits, approvals, licenses, and/or other documentation, as reasonably required by the County, prior to commencing any services.

SECTION 3. COSTS.

The Proposer must set forth a statement of the total fee and/or fee schedule/structure in the proposal. The Proposer should break out costs in as much detail as reasonably possible, in order to assist the County in determining the value to be received.

SECTION 4. COUNTY RESERVATIONS/RESPONSIBILITIES.

- If any auction is held on County property, the County shall provide space and utility power at the auction site for the auctioneer to conduct business on the auction day.
- The County shall provide the auctioneer with a proper list of items anticipated to be offered at auctions, for advertising purposes. The County may also post or publish advertisements for auctions, at the sole discretion of the County.
- The County shall provide documents necessary to affect transfer of title.
- The County shall grant the Vendor a non-exclusive right to sell property. The County shall decide which property will be auctioned and sold by the Vendor, at the sole discretion of

the County. The County may make more than one (1) award based upon this RFP and may select property to be auctioned and sold through its own internal auction process, at the sole discretion of the County.

SECTION 5. PROCUREMENT RULES AND INFORMATION.

5.1. CONTACT PERSON.

Anthony R. Carvelli
Commissioner of Finance
800 Park Ave
Utica, New York 13501
Tel: 315.798.5751
Fax: 315.798.
Email: acarvell@oneidacountyny.gov

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Commissioner of Finance. **Questions shall be submitted no later than 12:00 p.m. on April-25th, 2025.**

VENDORS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON, OTHER THAN THE COMMISSIONER OF FINANCE SHALL BE DISQUALIFIED FROM SUBMITTING.

Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked, but not identifying the questioner, will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

5.2. CALENDAR EVENTS.

Last Day for Questions: April 25, 2025, at 12:00 p.m.

Close of RFP: May 2, 2025, no later than 4:00 p.m.

All proposals must be received by the **Commissioner of Finance, 800 Park Avenue, Utica, New York 13501** by that time.

5.3. EVALUATION CRITERIA.

A. Review Process

1. All proposals will be reviewed by the Commissioner of Finance and possibly other county personnel. The County reserves the right to waive non-material deficiencies in any proposal. Proposals will be evaluated based on what is deemed to be in the best interests of the County.

2. Selection criteria include:

   a. Completeness and responsiveness to the requirements of the RFP.

   b. Experience, level of involvement & expertise of key personnel.

   c. Expertise of firm including competency in providing the services to other governmental entities including New York State municipalities.

   d. Cost of services.

   e. Estimated time completion.

   f. Understanding of the project's objectives and scope as evidenced by the quality of the proposal submitted.

3. All criteria are of equal significance and proposals will be scored qualitatively using the following methodology:

   a. Excellent = Exceeds expectations.
   b. Good = Above expectations.
   c. Fair = Meets expectations.
   d. Poor = Does not meet expectations.
   e. N/R = non-responsive

4. A short list of finalists may be developed, and firms may be interviewed after the proposals are received.

5. If interviews are held, they could be expected to last at least 30-45 minutes, and the key person to be assigned to this project should be present at this interview.

6. The County expects to begin its review of all proposals and select the tentative Firm soon after the receipt of proposals. If necessary, the County may extend that review period.

7. Selection as the preferred proposal does not provide any contract rights to that Firm. Any such rights shall accrue only if and when the County and the Firm execute a binding

contract. The County reserves the right to negotiate with the successful entity in any manner necessary to best serve the interests of the County. If the County fails to reach an agreement with a desired proposer, the County may commence negotiations with an alternative proposer or reject all solicitations and reinstitute the RFP process.

5.4. SUBMISSION OF PROPOSAL.

- Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposal's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions herein.
- Proposers must submit the name and contact information of the individual that will serve as primary contact and be primarily responsible for providing services under the proposal.
- Proposers must submit the names, training/education and titles, of all staff the proposer will be engaging in the services, as well as a list of all parent, subsidiary or affiliated, organizations.
- Proposers must describe in reasonable detail the duties and/or obligations that he/she/it will undertake (e.g., photography, cataloging, shipping).
- Proposers should also submit any additional information that she/he/it believes would distinguish the Proposer in her/his/its service to the County.
- The County may request a demonstration/presentation of the services offered by the Proposer after submissions have been closed.

5.5. MODIFICATION AND WITHDRAWAL OF PROPOSALS.

- Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

Standard Oneida County Conditions Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the "Addendum – Standard Oneida County Conditions" has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation

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

___________________________	___________________________
Legal name of organization	Signature
___________________________	___________________________
Date	Printed Name
	___________________________
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into by and 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 statue 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).

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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. <u>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)</u>.

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. <u>PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY</u>

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.

20.1 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.

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 "proposer", whenever the sense of this certification so requires.

____________________________	____________________________
Legal name of organization	Signature
____________________________	____________________________
Date	Printed Name
	____________________________
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

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 "proposer", whenever the sense of this certification so requires.

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Legal name of organization	Signature
______________________________	______________________________
Date	Printed Name
	______________________________
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

Recycling and Solid Waste Management Certification

(Res. No. 249 of 1999)

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

By submission of this 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 "proposer", whenever the sense of this certification so requires.

____________________________	____________________________
Legal name of organization	Signature
____________________________	____________________________
Date	Printed Name
	____________________________
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

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 "proposer", whenever the sense of this certification so requires.

___________________________	___________________________
Legal name of organization	Signature
___________________________	___________________________
Date	Printed Name
	___________________________
	Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

<u>Purchase of Tropical Hardwoods Prohibition Certification</u>

(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 "proposer", whenever the sense of this certification so requires.

____________________________	____________________________
Legal name of organization	Signature
____________________________	____________________________
Date	Printed Name
	____________________________
	Title

<u>SIGN AND RETURN WITH BID SHEET OR PROPOSAL</u>

MEMORANDUM OF AGREEMENT & OFFER TO PURCHASE