

ONEIDA COUNTY CLERK'S OFFICE
REQUEST FOR PROPOSALS
FOR ELECTRONIC DOCUMENT AND FINANCIAL MANAGEMENT SYSTEM
RFP No. 2023 – 333

The Oneida County Clerk's Office invites proposals for a robust, state of the art, complete Document Management and Financial Management System. This system must integrate all aspects of the County Clerk's office including fee management, records management for both land and court records, along with the ability to accept these records in either a digital format or a paper format and the ability to access this information on the internet and to retain the images for preservation by converting digital images to silver microfilm.

In addition to acting as Clerk of the Supreme and County Courts, Clerk of the County Corporation and recorder and register of all records pertaining to real property in the county, the County Clerk serves as the "treasurer" for the Supreme and County courts as well as collecting and disbursing money to the County, and numerous state and federal agencies. It is imperative that the County Clerk meticulously maintain the financial records of the office. A sound, reliable financial program is essential to this process.

Due to the complexities of the County Clerk's office, it is imperative that the vendor have at least one staff member that has had experience working in or for a county clerk's office.

RECEIPT OF PROPOSALS

Each vendor shall submit a signed original proposal and (3) three copies in a sealed envelope indicating the company's name and the proposal title: "Oneida County Clerk's Office Electronic Document and Financial Management System." The proposal shall also include signed originals of the certifications contained in Attachment 1.

The proposal may be mailed or delivered in person to:

Oneida County Clerk's Office
Mary Finegan, County Clerk
800 Park Avenue, Fifth Floor
Utica, NY 13501

All proposals must be received by Oneida County Clerk's Office no later than 4:00 PM on Tuesday, February 28, 2023. Proposals received after this deadline will not be considered.

CONTENTS

Overview	1
Document Management and Financial Management System Requirements	1
Proposal Requirements	6
Evaluation Criteria	7
General Conditions	7
Standard Conditions for All County Contracts.....	1
Attachment 1: Required Certifications	16

OVERVIEW

The Oneida County Clerk's Office seeks proposals for a robust, state of the art, complete Document Management and Financial Management System. This system must integrate all aspects of the County Clerk's office including fee management, records management for both land and court records, along with the ability to accept these records in either a digital format or a paper format and the ability to access this information on the internet and to retain the images for preservation by converting digital images to silver microfilm.

In addition to acting as Clerk of the Supreme and County Courts, Clerk of the County Corporation and recorder and register of all records pertaining to real property in the county, the County Clerk serves as the "treasurer" for the Supreme and County courts as well as collecting and disbursing money to the County, and numerous state and federal agencies. It is imperative that the County Clerk meticulously maintain the financial records of the office. A sound, reliable financial program is essential to this process.

Due to the complexities of the County Clerk's office, it is imperative that the vendor have at least one staff member that has had experience working in or for a County Clerk's office.

DOCUMENT MANAGEMENT AND FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS

The Electronic Document and Financial Management System must conform to the following requirements:

I. FINANCIAL MANAGEMENT

CASHIERING/BANKING

- All fees collected by the Oneida County Clerk's Office in accordance with New York State and Local Laws must be receipted by the system and disbursed to the appropriate accounts.
- Deposits made shall be documented by the system automatically in a financial log.
- Payments shall be linked by the system to monthly reports in a financial log.
- Checks shall be logged by the system in sequential order and printed with information gathered from each mandatory monthly report.
- The system must allow for additional entries in the financial log for reimbursement checks, etc.
- Fees must be receipted by cash, check or credit card.
- Search of payments and fees collected must be enabled by:

Date of payment
Method of payment
Amount of payment
Payee
Receipt number

FINANCIAL REPORTS

- Fees collected must be accounted for by the system on a daily receipt report.
- Fees collected must be disbursed by the system on a daily basis to all reports that are mandated by the state and local laws, including but not limited to the following:

Judicial
NYSORPS (New York State Office of Real Property Services)
Commissioner of Education
Bails
Fines, Surcharges, DNA , etc
Mortgage tax (monthly and semi-annual)
Notary
Passports
Transfer Tax
County Treasurer
National Passport Agency

- System must have the ability to send these reports electronically.
- System must be flexible enough to add reports as needed at no additional cost.

II. DOCUMENT MANAGEMENT

RECORDING/FILING/INDEXING

- System must have the ability to scan, accept and index documents presented either in paper or in digital format.
- System must have the ability to convert images to a format that is acceptable by the system.
- Scanned/digitized images must have the ability to be indexed, searched and retrieved by:

Name
Date
Document class
Recording number, receipt number or index number

- The system must have the ability to scan additional documents at a later date under the previously assigned recording number, receipt number or index number.
- The system must be capable of indexing documents in both a public view method and a confidential method allowing clerks to have access.
- System must have software that will detect a potentially confidential sequence of numbers and alert the clerk of its existence.
- System must have the ability to scan and retain a hidden image viewable only by clerk staff.
- System must have the ability to read, by handheld scanner, a universal barcode, and populate the index screen with the encrypted data.

System must be able to accept electronic recordings.

COURT FILINGS

- System must have the ability to accept and convert to electronic image an unlimited amount of filings.
- System must have the ability to assign index numbers in a numerically consecutive order.
- System must have the ability to add an unlimited number of docket items under each assigned index number.
- System must have the ability to designate each confidential filing as such and disable the ability to publicly view the documents.
- System must have the ability to seal from view documents within a previously-designated confidential filing.
- System must have the ability to receive electronic filings from the New York State Court's Electronic Filing (NYSCEF) system.

III. PUBLIC ACCESS PRINTING

- System must have the ability to establish accounts for customers printing in the County Clerk's Office, as well as printing for the general public from the public access terminals.

IV. INTERNET CAPABILITIES

- Must provide internet access to Public Land and Court records within 24 hours of verification by County Clerk staff.

- Internet access must be available 24 hours a day, 7 days a week with a generator back-up in the event of a power failure.
- Internet support for the public will be provided by the vendor.

V. SUPPORT

- Must provide technical support from 8:00am to 4:30pm, Monday through Friday.
- All upgrades must be included throughout the contract at no additional costs.
- Training is to be provided within one week of installation of the system, and periodically as needed.
- Backups must be done at least within 24 hours of data entry. In addition to the on-site server, at least one offsite server with a generator back-up is required.

VI. DATA CONVERSION

- The proposal must include a specific plan for the conversion of all images and data on the current Electronic Document and Financial Management System, including details regarding how interruptions in service will be avoided during the transitional period.
- Proposing companies should be prepared to enter into immediate and expeditious contract negotiations, as well as to begin performance by no later than March 31, 2023.

VII. ARCHIVAL PRESERVATION

- The proposal must include the creation of microfilm from digital images.
- Vendor must possess its own temperature- and climate-controlled off- site archival storage bunker.
- The successful company will need to coordinate with the previous provider to secure and store existing microfilm.

VIII. COMPATIBILITY WITH COUNTY INFORMATION TECHNOLOGY (IT) DEPARTMENT (CENTRAL SERVICES)

- Vendor must coordinate with the County's Information Technology Department on issues that may arise concerning services provided by the vendor.

IX. EQUIPMENT/HARDWARE/SOFTWARE

Vendor must provide twenty (25) Workstations. Each workstation should include:

- Monitor

- PC
- Scanner
- Printer
- Mouse
- Keyboard
- Receipt printer/Check endorser
- Label Maker
- Bar code wand reader

Vendor must provide ten (10) Public Access Stations. Each station should include:

- Monitor
- PC
- Keyboards
- Mouse
- Must integrate with Toshiba printer/copier
- One station with a scanner

X. QUOTED PRICE MUST INCLUDE

- Server licenses
- Data base licenses
- Workstation licenses
- Recording software must included unlimited licensing
- Must have the ability to integrate with County network
- Must be able to incorporate currently used applications (list provided on request)
- Must included redaction software for systems publicly accessed
- A minimum of twenty-four (24) hour back-up of information

- Must provide modifications to program per state/local/federal mandates including but not limited to redaction, e-recording and e-filing
- Vendor must support all hardware for the length of the contract and replace as necessary at no additional cost.

PROPOSAL REQUIREMENTS

- Proposals will be accepted by mail or personal delivery at the Oneida County Clerk's Office, 800 Park Avenue, Fifth Floor, Utica, NY 13501 until 4:00 p.m. on Tuesday, February 28, 2023. Proposals received after this deadline will not be considered.
- Each proposer shall submit a signed original proposal and (3) three copies in a sealed envelope indicating the proposer's name and the proposal title: "Oneida County Clerk's Office Electronic Document and Financial Management System." Each proposer must also submit signed originals of each certification contained in Attachment 1.

The proposal may be mailed or delivered in person to:

Oneida County Clerk's Office
Mary Finegan, County Clerk
800 Park Avenue, Fifth Floor
Utica, NY 13501

- Proposals shall include:
 - A cover letter introducing the proposer, stating its relevant knowledge and experience, and explaining why it is qualified to perform the tasks required by this RFP.
 - The actual legal name of the proposing entity, its corporate form, and its state of incorporation, and the legal name of all parent entities.
 - A list of all staff assigned to the project. The list must designate one primary contact. Due to the complexities of the County Clerk's office, it is imperative that the proposer have at least one staff member that has had experience working in or for a county clerk's office.
 - Three references for similar projects, including contact names, direct telephone number, and direct email address.
 - A project schedule separated into discrete tasks, including timeframes for the performance of the proposer's responsibilities, and an estimated completion date for the Document Management and Financial Management System.
 - A detailed cost proposal for performing the work and providing the system.

- A signed original proposal and (3) three copies of the proposal.
- Signed originals of each of the required certifications in Attachment 1.

EVALUATION CRITERIA

Proposals will be evaluated, and, at Oneida County's discretion, an award made to the proposer that demonstrates the best ability to meet the overall goals of the RFP. The County will initially assess the qualifications of each proposer and evaluate the proposal according to the following criteria:

- The proposal's conformity to the System Requirements, as outlined above, for the Document Management and Financial Management System.
- The proposer's qualifications and experience, including the strength or weaknesses of the proposer's references.
- The proposal's anticipated timeline for completion of the Document Management and Financial Management System.
- The potential for disruption by transitioning to the proposer's Document Management and Financial Management System.
- The cost of the proposal.

GENERAL CONDITIONS

SECTION 1: Proposal Submission. By submitting a proposal, the proposer agrees to accept all of the terms and conditions of the RFP. Proposer agrees to complete all work as specified or indicated in the ensuing contract for the price listed within its response.

SECTION 2: Rejection of proposals. 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

experienced or qualified to carry out its obligations and to complete the work contemplated herein. Oneida County will contact the proposer's references, and may reject any proposal where the proposer's reference(s) is unsatisfactory.

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 the proposer'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 and negotiation of Contract. An award, if any, will be made as determined to be in the best interests of Oneida County. Any award must be approved by the Oneida County Board of Legislators 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.

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.

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.

SECTION 6: Indemnification. The successful proposer shall defend, indemnify and hold harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Claims"), including Claims of third parties, arising out of, or in consequence of, any negligent or intentional act or omission of the successful proposer, its employees or agents, or any breach by proposer in the performance or observance of its covenants or obligations under the ensuing contract.

SECTION 7: Remedy for Breach. In the event of a breach by proposer of the ensuing contract, the proposer 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.

SECTION 8. 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.

SECTION 9. Insurance Requirements.

- A. The successful proposer shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).

- ii. Workers' Compensation and Employer's Liability. Statutory limits apply.
- iii. Business Auto Liability with limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The County and any other parties required by the County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- iv. Commercial Umbrella. Umbrella limits must be at least \$1,000,000. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL. 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 insured other than the CGL, Auto Liability and Workers' Compensation and Employer's Liability coverages maintained by the County.

- iv. Cyber Liability Insurance. Limits not less than \$2,000,00 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by proposer in the ensuing agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the successful proposer.
 - v. Professional Liability Insurance. Including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.
- B. Waiver of Subrogation: the successful proposer waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the successful proposer shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the successful proposer's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

STANDARD CONDITIONS FOR ALL COUNTY CONTRACTS

Any contract with the successful proposer will be subject to the following standard conditions and the successful proposer, by submitting a response, agrees to be bound by these conditions:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

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

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

ATTACHMENT 1: REQUIRED CERTIFICATIONS

(Proposer must sign and return 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

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