

Request for Proposals

for

Lease of Copier Machines

ONEIDA COUNTY, NY



January 2025

Prepared by: Oneida County Department of Purchasing

800 Park Avenue

Utica, NY 13501

Phone (315) 798-4042

ONEIDA COUNTY
Lease of Copier Machines
REQUEST FOR PROPOSALS (RFP)

The County of Oneida seeks proposals for the lease of copier machines. Those interested in submitting a proposal should email them as a single PDF file to:

Alfred A. Barbato
Purchasing Director
purchasing@oneidacountyny.gov

All proposals must be received by February 21, 2025 at 3:00 p.m. Proposals received after this deadline will not be accepted. Any questions regarding this RFP must be submitted to Alfred A. Barbato by email to purchasing@oneidacountyny.gov no later than 3:00 p.m. on February 7, 2025. Responses to any questions will be provided to all known proposers.

The subject line for the proposal email shall clearly state: "Proposal for Lease of Copier Machines" and the name of the person or company submitting the proposals.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites proposals from underrepresented groups and will not discriminate against any member of based upon age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

Dated: January 24, 2025

Alfred A. Barbato
Director of Purchasing

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Introduction and Lease Considerations

Oneida County seeks proposals for the lease of multifunction copier machines to the County. The County currently leases 105 multifunction copier machines, which are placed at various County locations. The lease between the County and the successful proponent will be for the County's entire complement of leased machines, and the proposer must maintain an inventory of between 100 and 150 machines for placement at various County locations. The County must be able to select from four categories of Copier Machine, in increasing order of sophistication.

The County will enter into a master lease agreement with the successful respondent. The parties will thereafter execute a sublease for each copier machine. **A sample master lease agreement, and schedules, is annexed here as Attachment A.** Proposers must review the attachment, and their response should include any proposed variations from the sample. The terms of the lease will include the following (which is a summary only of key provisions, respondents are encouraged to review the sample lease thoroughly).

- Three-year initial term, with up to two renewal periods of one year each. All schedules will expire no later than the end of the three-year initial term or renewal term, as applicable.
- Machines must be delivered without delay on the date set forth in the schedule. It is expected that all machines will be in place within the calendar quarter following contract execution.
- Lessor must invoice the County on a quarterly basis, within 30 days following each quarter. A different invoice will be required for each County department where copier machines are used.
- Maintenance must be included in the monthly lease cost. Lessor must also warrant that the copier machines will perform as set forth in each schedule, or else be repaired or replaced. If a machine experiences more than 48 hours of downtime, the lessor must provide a credit.
- Lessor will bear the risk of any casualty occurrence not attributable solely to an act of the County. Lessor must carry those insurances listed in the sample agreement.
- All parts, labor, and consumables (i.e., toner) except for paper and staples must be included in the monthly lease cost, automatic delivery of supplies will apply. No shipping charges can be added for the delivery of supplies or equipment leased.
- No third-party leasing.
- No late payment fees.
- Delivery of machines must be included in the monthly rental amount. Recognizing that County offices are spread throughout the County, the proposer may for purposes of this RFP quote a per-mile delivery fee (for example, \$1.00 per mile travelled). However, once a schedule is

finalized for a copier machine, the delivery fee must be worked into the monthly cost (for example, a copier machine that costs \$100 per month may, if the copier is located farther away, cost \$101 per month).

- Machines may only be upgraded with approval of the Purchasing Department. No new machines or upgrades may be provided within the final six months of the contract period.
- Each schedule will specify an annual number of copies. Overage charges beyond such allotment must be set forth in the schedule.
- No buy out at the end of the contracts, no removal fees
- All copier's the County leases must have the hard drives overwritten in a process that meets the Department of Defense Standard 5220.22-M, or the vendor or vendors will surrender the hard drive at the end of the lease for a fee.

Multifunction Copier Machine Specifications

The proposer must be able to provide four levels of multifunction copier machine, in increasing order of sophistication, as follows:

Level (1) Multifunctional Copiers (currently 16 in use)

- 1) Pages Per Minute:35-49
- 2) Magnification 25% to 400%
- 3) Paper Capability Up to 8 1/2" x 14"
- 4) Paper Capacity 2 x 500 sheet drawer, 100 sheet bypass/fax/cabinet
- 5) Duplexing
- 6) Single Pass Document Feed:50 sheets
- 7) Standard Memory: Minimum 2.0 GB
- 8) Paper Weight 60 to 200GM²
- 9) Scan File Format: PDF, JPEG, TIF
- 10) Scan Speed: 40 (simplex) 90 (Duplex) Min
- 11) Printer Connectivity:
 - 10/100/1000 base TX Ethernet, 802.11 b/g/n, USB
 - PCL6, Postscript 3, PDF
 - 1200 x 1200 dpi

12) Mobile Printing Capability

13) Ecology/Sustainability: Energy Star Certified/EPEAT Gold Rated

Level (2) Multifunctional Copiers (currently 30 in use)

1) Pages Per Minute:25 to 29

2) Magnification:25% to 400%

3) Paper Size:Up to 11" x 17"

4) Paper Capacity:2 x 500 sheet drawer, 100 sheet bypass/cabinet

5) Duplexing

6) Single Pass Document Feed:220 Sheets

7) Standard Memory: Minimum 2.0 GB

8) Paper Weight:60 to 300 GM²

9) Hard Drive Overwrite

10) Scan File Format: PDF, JPEG, TIF

11) Scan Speed: 110 (simplex) 220 (Duplex) Min

12) Optional Fax: Hard Wired

13) Optional Finisher: 500 sheet internal finisher, staple capacity: 50 sheets

14) Printer Connectivity:

10/100/1000 base TX Ethernet, 802.11 b/g/n, USB

PCL6, Postscript 3, PDF

1200 x 1200 dpi

15) Mobile Printing Capability

16) Ecology/Sustainability: Energy Star Certified/EPEAT Gold Rated

Options

A) Fax

B) Finisher/Stapler

Level (3) Copiers, Digital (currently 30 in use)

1) Pages Per Minute:35 to 49

- 2) Magnification:25% to 400%
- 3) Paper Size:Up to 11" x 17"
- 4) Paper Capacity:2 x 500 sheet drawer, 100 sheet bypass/cabinet
- 5) Duplexing
- 6) Single Pass Document Feed:220 Sheets
- 7) Standard Memory: Minimum 2.0 GB
- 8) Paper Weight:60 to 300 GM²
- 9) Hard Drive Overwrite
- 10) Scan File Format: PDF, JPEG, TIF
- 11) Scan Speed: 110 (simplex) 220 (Duplex) Min
- 12) Optional Fax: Hard Wired
- 13) Optional Finisher: 1000 sheet standalone finisher, staple capacity: 50 sheets
- 14) Printer Connectivity:
 - 10/100/1000 base TX Ethernet, 802.11 b/g/n, USB
 - PCL6, Postscript 3, PDF
 - 1200 x 1200 dpi
- 15) Mobile Printing Capability
- 16) Ecology/Sustainability: Energy Star Certified/EPEAT Gold Rated

Options

- A) Fax
- B) Standalone 1000 sheet Finisher, staple capacity of 50 sheets

Level (4) Copiers, Digital (currently 29 in use)

- 1) Pages Per Minute:50 to 65
- 2) Magnification:25% to 400%
- 3) Paper Size:Up to 11" x 17"
- 4) Paper Capacity:2 x 500 sheet drawer, 100 sheet bypass
- 5) Duplexing

- 6) Single Pass Document Feed:220 Sheets
- 7) Standard Memory: Minimum 2.0 GB
- 8) Paper Weight:60 to 300 GM²
- 9) Hard Drive Overwrite
- 10) Scan File Format: PDF, JPEG, TIF
- 11) Scan Speed: 110 (simplex) 220 (Duplex) Min
- 12) Optional Fax: Hard Wired
- 13) Optional Finisher: 1000 sheet standalone finisher, staple capacity: 50 sheets
- 14) Optional: 2 extra 500 page paper trays
- 15) Printer Connectivity:
 - 10/100/1000 base TX Ethernet, 802.11 b/g/n, USB
 - PCL6, Postscript 3, PDF
 - 1200 x 1200 dpi
- 16) Mobile Printing Capability
- 17) Ecology/Sustainability: Energy Star Certified/EPEAT Gold Rated

Options

- A) Fax
- B) Standalone 1000 sheet Finisher, staple capacity of 50 sheets
- C) Two additional 500 sheet paper trays

Proposal Requirements and Materials:

1. Proposals must be received by email as a single PDF file, mailed to purchasing@oneidacountyny.gov. The subject line for the proposal email shall clearly state: "Proposal for Lease of Copier Machines" and the name of the person or company submitting the proposals. All proposals must be received by February 21, 2025 at 3:00 p.m. Proposals received after this deadline will not be accepted.
2. Any questions regarding this RFP must be submitted to Alfred A. Barbato by email to purchasing@oneidacountyny.gov no later than 3:00 p.m. on February 7, 2025. Responses to any questions will be provided to all known proposers.
3. Proposals should include the following elements (combined into a single

PDF).

- a. A Cover Letter introducing the proposer, its relevant knowledge and experience, and an explanation why it is qualified to perform the tasks required by this RFP.
- b. The actual legal name of the proposing entity, its corporate form, its state of incorporation, and the legal name of all parent entities. The proposer must also include its federal taxpayer identification number.
- c. Three references from the proposer's customers, ideally from a customer of similar size (100 – 150 machines) as the County. Each reference must state the contact name, contact business, telephone number, email address for the reference.
- d. A list of types of copier machines proposed for the RFP, including make, model number, year number, and capabilities of each machine, organized into the four levels described in this RFP.
- e. **A cost proposal** identifying the rent to be charged per month for each level of machine (level one, level two, level three, level four). If the propose intends to factor a delivery charge into the price of the machine, the cost proposal should indicate such charge on a per mile basis (to allow the County to assess the cost for delivery to various locations).
- f. Any variations from this RFP, including the sample agreement and schedules.
- g. Signed certifications attached as Attachment B.

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 this RFP. The County will score the proposals according to the following criteria:

1. Proposer's reputation, experience, and qualifications, as demonstrated in its proposal and based upon the County's interviews of the proposer's references: fifty percent (40%).
2. Conformance to the requirements of this RFP, including ability to meet County's needs, and the character of the copier machines proposed (taking into consideration the make, model, year, brand, and performance of each machine): thirty-five percent (35%).
3. Cost proposal: twenty-five percent (25%).

General Instructions To Proposers

SECTION 1: Proposal Submission

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

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

SECTION 2: Disqualification

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

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

SECTION 3: Documents

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

SECTION 4: Evaluation

Each proposal submitted will be reviewed and evaluated according to the evaluation criteria contained herein. Other considerations will include completeness of proposal and 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 of Contract

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

Unsuccessful proposers may request an explanation of the reasons why an

award was not made to them.

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

Attachment A – Sample Master Lease Agreement and Schedules

MASTER LEASE AGREEMENT

This Master Lease Agreement (“Master Lease”), effective upon the date of its full execution (“Effective Date”), is between the County of Oneida, a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501 (“County”), and _____, a _____ having its principal place of business at _____ (“Lessor”). The County and Lessor each a “Party” and together, the “Parties”.

WITNESSETH:

WHEREAS, the County wishes to lease multifunction copier machines for use in its various offices, and issued a Request for Proposals seeking such copier machines; and

WHEREAS, the Lessor responded to the Request for Proposals, and wishes to lease such copier machines to the County for the consideration set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Term. The term of this Master Lease will commence upon the Effective Date and continue for three (3) years (“Initial Term”). The Parties may renew this Master Lease for up to two (2) additional terms of one (1) year each (each, a “Renewal Term”).
2. Master Lease.
 - a. The Lessor hereby leases to the County, and the County hereby leases from the Lessor, the multifunction copier machines (each a “Copier Machine” and collectively, the “Copier Machines”) described on each schedule executed from time to time by the Lessor and the County (each a “Schedule”). Each Schedule incorporates the terms of this Master Lease and be deemed a part of this Master Lease.
 - b. Lessor shall its sole cost and expense deliver and set-up each Copier Machine to the County department or other administrative unit (“Department”) identified in the applicable Schedule for such Copier Machine. Delivery must occur on the delivery date set forth in the Schedule, time being of the essence. Set-up shall include establishing the machine for use by the Department for making copies, scanning to and printing from Department computers, and faxing (if required by the applicable Schedule).
 - c. This Master Lease, which includes each Schedule, constitutes a true “lease” as defined in New York Uniform Commercial Code Section 2-A-103(1)(j). The Lessor is and shall remain the owner of the Copier Machines and the County shall not acquire any right, title, equity or interest in or to such Copier Machines other than the right to possess and use the Copier Machines in accordance with County’s leasehold interest under this Master Lease. Lessor shall, at Lessor’s sole cost and expense, permanently affix and maintain on each Copier Machine a sign, legend, plate, plaque, tag or other identifying label in a prominent place that

discloses Lessor's ownership and such other identifying information as Lessor may desire.

- d. Lessor shall at its sole cost and expense provide and install all parts and supplies for each Copier Machine, including but not limited to toner, except for paper and staples, which the County shall provide at its sole cost and expense.

3. Schedules.

- a. Schedule Term. The term of each Schedule will begin on the date set forth in such Schedule and continue until such date set forth in such Schedule, provided, however, that such date shall not exceed the Initial Term or, if the Parties have renewed this Master Lease, any Renewal Term.
 - b. Form of Schedules. The form of each Schedule shall depend on the sophistication of the Copier Machine to be leased. The Copier Machines shall be separated into four categories of increasing sophistication, "Level One", "Level Two," "Level Three" and "Level Four". Forms for each such level of Schedule are annexed hereto as Exhibit A.
 - c. Rent. The County agrees to pay Lessor rent, on a quarterly basis, in the amount required in each Schedule (collectively, the "Rent"). As a condition precedent to the County's obligation to pay Rent for a quarter, Lessor shall first submit to the County an invoice or invoices by no later than the 30th day following such quarter, setting forth the Rent owed for such quarter. Lessor shall submit one invoice for each separate Department, setting forth the amount of Rent owed for Copier Machines used in such Department. Upon approval of the invoice by the County Comptroller or her designee, the County shall pay such invoice within thirty (30) days. There shall be no late payment fee or interest in the event that the County pays an invoice after thirty (30) days.
4. County Requirements. Lessor shall maintain an inventory of between one hundred (100) and one hundred fifty (150) Copier Machines at any given time for the purpose of fulfilling its obligations under this Master Lease.
5. Termination. The County may terminate this Master Lease, including any Schedule, for any reason or no reason at all, upon 30 days' written notice to Lessor. Upon the expiration or termination of this Master Lease or any Schedule, Lessor shall within fourteen (14) days and at its sole cost and expense collect, load, and transport the Copier Machines or applicable Copier Machine to any location designated by Lessor. Lessor at its sole cost and expense shall immediately erase any data stored in each Copier Machine according to United States Department of Defense Standard 5220.22-M.
6. Maintenance. Lessor, at its sole cost and expense, shall maintain the Copier Machines in good operating order, repair and condition and shall perform maintenance on the Copier Machines at least as frequently as set forth in any applicable operator's guide, service manual and/or lubrication and maintenance guide for the Copier Machines.
7. Warranty. Lessor warrants that each Copier Machine shall perform according to the specifications set forth in the Schedule for such Copier Machine. In the event that a

Copier Machine fails to perform as warranted, Lessor will at its sole cost and expense, and without delay, repair such Copier Machine or replace such Copier Machine to perform as warranted. In the event that a Copier Machine does not perform as warranted for a period of more than forty-eight (48) hours, Lessor on the next quarterly invoice shall provide the County with a credit equal to the Rent for such Copier machine as prorated for the amount of time such Copier Machine does not perform as warranted, provided, however, that nothing herein shall limit any other remedy available to the County.

8. Casualty Occurrence. Lessor shall bear the risk or any act or occurrence in which any Copier Machine or component thereof is lost, stolen, destroyed, or irreparably damaged (such act or occurrence, a “Casualty Occurrence”), provided that such Casualty Occurrence is not solely the result of an intentional act of the County, normal wear and tear excepted. The County shall give Lessor notice of any Casualty Occurrence within three (3) business days following the County first learning of such Casualty Occurrence, provided, however, that the County’s failure to provide such notice shall not shift the risk of a Casualty Occurrence to the County.

9. Insurance.

a. Lessor and any subcontractor of Lessor shall maintain at Lessor’s sole cost and expense the following insurance:

- i. All-Risk first party property insurance covering each Copier Machine for any physical loss or damage to the Copier Machines (or any portion thereof), including loss or damage caused, in whole or in part, by fire, water, wind, collapse, theft, vandalism, malicious mischief, collision and other risks normally included in extended All-Risk property coverage, in an amount not less than the full replacement cost of each Copier Machine.
- ii. Commercial General Liability (“CGL”) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 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.
- iii. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000).
- iv. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.
- v. Auto Liability Insurance in an amount equal to or greater than \$1,000,000 combined single limit.

b. Prior to final execution of this Master Lease, Lessor shall provide certificates of insurance to the County evidencing the foregoing insurance policies. The certificate of insurance for the CGL policy shall name the County of Oneida as additional insured and include a copy of the additional insured endorsement that is part of such CGL policy. All certificates and the insurance policies required above

shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County.

- c. Coverage for the County 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 County.
 - d. Lessor waives all rights against the County and its officers, employees, agents and other representatives for recovery of damages to the extent these damages are covered by the insurance policies maintained per the requirements stated above.
10. Indemnification. To the fullest extent permitted by law, Lessor shall indemnify and hold harmless, and at the County's option defend, the County and its officers, employees, agents and other representatives from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage, caused by any negligent act or omission, intentional misconduct, or violation of law, regulation, or this Master Lease of Lessor or its officers, subcontractors (if any), agents, directors, members, employees, authorized personnel, volunteers or agents arising out of or in connection with this Master Lease, except to the extent that the same are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the County or its officers, employees, agents and other representatives.
11. Notices. All notices required under this Master Lease shall be in writing and shall be sent by United States certified mail, return receipt requested, to the address of each Party first set forth above or to such address as either Party has last designated in writing.
12. Independent Contractor. Lessor and its officers, employees, and agents, and subcontractors (if any) are independent contractors and shall conduct themselves consistent with such status. They will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and they will not by reason thereof make any claim, demand or application to, or for, any right or privilege applicable to an officer or employee of County, including, but not limited to, workers' compensation insurance, unemployment insurance benefits, Social Security coverage or retirement membership or credit. Payments to Lessor shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. Lessor shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Lessor shall indemnify and hold the County harmless from all loss or liability incurred by Lessor as a result of not making such payments or withholdings.
13. Compliance with Laws. Lessor shall in performing its obligations under this Master Lease comply with all local, state, and federal laws and regulations as apply to the performance of such obligations.

14. Assignment. Lessor shall not assign, transfer, convey or otherwise dispose of this Master Lease Agreement (including any Schedule), or of its right, title, or interest herein, or its power to execute this Master Lease, to any other person or corporation without the previous consent in writing of the County.
15. Agreement Executory. It is understood by and between the Parties that this Master Lease shall be deemed executory to the extent of monies available and appropriated toward this Master Lease. No liability shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
16. No Third-Party Beneficiaries. This Master Lease is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Master Lease.
17. Standard Addendum. The Addendum attached hereto as Exhibit B is hereby incorporated into and made a part of this Master Lease to the extent applicable.
18. Choice of Law, Forum. This Master Lease shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
19. No Waiver. No waiver, alterations or modifications of and provisions of this Master Lease shall be binding unless in writing and signed by the duly authorized representative of the Party sought to be bound.
20. Entire Agreement. The terms of this Master Lease, including Exhibit A and any other any exhibits, attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Master Lease. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any exhibits, attachments, amendments, addendums or appendixes attached hereto.
21. Survival. All terms of this Master Lease which by their nature are intended to survive its expiration or termination, including but not limited to Sections 4, 9, and 11, shall survive the expiration or termination of this Master Lease.
22. Authority. Each Party represents to the other that: (a) it has the authority to execute, deliver and perform this Master Lease; (a) the execution, delivery and performance of this Master Lease by its signatory has been duly authorized; and (c) it has duly and validly executed and delivered this Master Lease.
23. Advice of Counsel. Each Party acknowledges that, in executing this Master Lease, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Master Lease.
24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Master Lease has been executed by the duly authorized officers of the respective Parties.

COUNTY OF ONEIDA

By: _____ Date: _____
Anthony J. Picente, Jr.
County Executive

LESSOR

By: _____ Date: _____
[insert]
[insert]

Approved:

Andrew Dean, Esq.
Deputy County Attorney-Administration

Exhibit A
(Form Schedules)

MASTER LEASE AGREEMENT SCHEDULE
LEVEL ONE COPIER MACHINE

This Master Lease Agreement Schedule (“Schedule”) is supplemental to, and part of, the Master Lease Agreement between the County of Oneida and the Lessor, dated _____, 2025 (“Master Lease”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in the Master Lease. The Lessor hereby leases to the County, and the County hereby leases, the following Copier Machine, according to the following conditions:

1. Copier Machine Description. The Copier Machine is a [insert year] [insert manufacturer] [insert model number] machine. For purposes of the Master Lease, this Copier Machine shall have the identification number _____ .
2. Capacity. The County may print up to [select either 1,500 or 3,000] printouts or copies from the Copier Machine per month (the “Base Allotment”). If the Copier Machine is capable of printing in color ink, such Base Allotment shall include _____ number of color prints or copies.
3. Delivery. Lessor shall deliver the Copier Machine on _____, __, 202__, between the hours of 8:30 a.m. and 4:00 p.m., time being of the essence, to the Oneida County _____ (“Department”), at the following address: _____ .
4. Term. The term of this Schedule commences upon the date of delivery and ends upon the earlier of _____, 202__ or upon the expiration or termination of the Master Lease or this Schedule.
5. Optional Capabilities. The Copier Machine shall include the following optional components or capabilities (select all that apply)
 - a. facsimile transmission
 - b. internal stapler/finisher
 - c. standalone stapler/finisher
 - d. additional paper tray
6. Rent. The County shall pay Lessor \$_____ per month for the Copier Machine, billed on quarterly basis and prorated in the first and final months of this Schedule to reflect actual number of days in which this Schedule is in effect during such first and final month. In the event that the County exceeds the Base Allotment, the Rent shall be increased by _____ cents per page of black and white ink in excess of the Base Allotment, and by _____ cents per page of color ink in excess of the Base Allotment.
7. Level One Specifications. The Copier Machine shall perform according to the following specifications:
 - a. Pages Per Minute:35-49
 - b. Magnification 25% to 400%

- c. Paper Capability Up to 8 1/2" x 14"
- d. Paper Capacity 2 x 500 sheet drawer, 100 sheet bypass/fax/cabinet
- e. Duplexing
- f. Single Pass Document Feed:50 sheets
- g. Standard Memory: Minimum 2.0 GB
- h. Paper Weight 60 to 200GM²
- i. Scan File Format: PDF, JPEG, TIF
- j. Scan Speed: 40 (simplex) 90 (Duplex) Min
- k. Printer Connectivity:
 - i. 10/100/1000 base TX Ethernet, 802.11 b/g/n, USB
 - ii. PCL6, Postscript 3, PDF
 - iii. 1200 x 1200 dpi
- l. Mobile Printing Capability
- m. Ecology/Sustainability
- n. Energy Star Certified/EPEAT Gold Rated

COUNTY OF ONEIDA

LESSOR

 Anthony J. Picente, Jr.
 County Executive

 [insert]
 [insert]

Date: _____

Date: _____

MASTER LEASE AGREEMENT SCHEDULE
LEVEL TWO COPIER MACHINE

This Master Lease Agreement Schedule (“Schedule”) is supplemental to, and part of, the Master Lease Agreement between the County of Oneida and the Lessor, dated _____, 2025 (“Master Lease”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in the Master Lease. The Lessor hereby leases to the County, and the County hereby leases, the following Copier Machine, according to the following conditions:

8. Copier Machine Description. The Copier Machine is a [insert year] [insert manufacturer] [insert model number] machine. For purposes of the Master Lease, this Copier Machine shall have the identification number _____ .
9. Capacity. The County may print up to [select either 1,500 or 3,000] printouts or copies from the Copier Machine per month (the “Base Allotment”). If the Copier Machine is capable of printing in color ink, such Base Allotment shall include _____ number of color prints or copies.
10. Delivery. Lessor shall deliver the Copier Machine on _____, __, 202__, between the hours of 8:30 a.m. and 4:00 p.m., time being of the essence, to the Oneida County _____ (“Department”), at the following address: _____ .
11. Term. The term of this Schedule commences upon the date of delivery and ends upon the earlier of _____, 202__ or upon the expiration or termination of the Master Lease or this Schedule.
12. Optional Capabilities. The Copier Machine shall include the following optional components or capabilities (select all that apply)
 - a. facsimile transmission
 - b. internal stapler/finisher
 - c. standalone stapler/finisher
 - d. additional paper tray
13. Rent. The County shall pay Lessor \$_____ per month for the Copier Machine, billed on quarterly basis and prorated in the first and final months of this Schedule to reflect actual number of days in which this Schedule is in effect during such first and final month. In the event that the County exceeds the Base Allotment, the Rent shall be increased by _____ cents per page of black and white ink in excess of the Base Allotment, and by _____ cents per page of color ink in excess of the Base Allotment.
14. Level Two Specifications. The Copier Machine shall perform according to the following specifications:
 - a. Pages Per Minute:25 to 29
 - b. Magnification:25% to 400%

- c. Paper Size:Up to 11" x 17"
- d. Paper Capacity:2 x 500 sheet drawer, 100 sheet bypass/cabinet
- e. Duplexing
- f. Single Pass Document Feed:220 Sheets
- g. Standard Memory: Minimum 2.0 GB
- h. Paper Weight:60 to 300 GM²
- i. Hard Drive Overwrite
- j. Scan File Format: PDF, JPEG, TIF
- k. Scan Speed: 110 (simplex) 220 (Duplex) Min
- l. Optional Fax: Hard Wired
- m. Optional Finisher: 500 sheet internal finisher, staple capacity: 50 sheets
- n. Printer Connectivity:
 - i. 10/100/1000 base TX Ethernet, 802.11 b/g/n, USB
 - ii. PCL6, Postscript 3, PDF
 - iii. 1200 x 1200 dpi
- o. Mobile Printing Capability
- p. Ecology/Sustainability: Energy Star Certified/EPEAT Gold Rated

COUNTY OF ONEIDA

LESSOR

 Anthony J. Picente, Jr.
 County Executive

 [insert]
 [insert]

Date: _____

Date: _____

MASTER LEASE AGREEMENT SCHEDULE
LEVEL THREE COPIER MACHINE

This Master Lease Agreement Schedule (“Schedule”) is supplemental to, and part of, the Master Lease Agreement between the County of Oneida and the Lessor, dated _____, 2025 (“Master Lease”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in the Master Lease. The Lessor hereby leases to the County, and the County hereby leases, the following Copier Machine, according to the following conditions:

15. Copier Machine Description. The Copier Machine is a [insert year] [insert manufacturer] [insert model number] machine. For purposes of the Master Lease, this Copier Machine shall have the identification number _____ .
16. Capacity. The County may print up to [select either 1,500 or 3,000] printouts or copies from the Copier Machine per month (the “Base Allotment”). If the Copier Machine is capable of printing in color ink, such Base Allotment shall include _____ number of color prints or copies.
17. Delivery. Lessor shall deliver the Copier Machine on _____, __, 202__, between the hours of 8:30 a.m. and 4:00 p.m., time being of the essence, to the Oneida County _____ (“Department”), at the following address: _____ .
18. Term. The term of this Schedule commences upon the date of delivery and ends upon the earlier of _____, 202__ or upon the expiration or termination of the Master Lease or this Schedule.
19. Optional Capabilities. The Copier Machine shall include the following optional components or capabilities (select all that apply)
 - a. facsimile transmission
 - b. internal stapler/finisher
 - c. standalone stapler/finisher
 - d. additional paper tray
20. Rent. The County shall pay Lessor \$_____ per month for the Copier Machine, billed on quarterly basis and prorated in the first and final months of this Schedule to reflect actual number of days in which this Schedule is in effect during such first and final month. In the event that the County exceeds the Base Allotment, the Rent shall be increased by _____ cents per page of black and white ink in excess of the Base Allotment, and by _____ cents per page of color ink in excess of the Base Allotment.
21. Level Three Specifications. The Copier Machine shall perform according to the following specifications:
 - a. Pages Per Minute:35 to 49
 - b. Magnification:25% to 400%

- c. Paper Size: Up to 11" x 17"
- d. Paper Capacity: 2 x 500 sheet drawer, 100 sheet bypass/cabinet
- e. Duplexing
- f. Single Pass Document Feed: 220 Sheets
- g. Standard Memory: Minimum 2.0 GB
- h. Paper Weight: 60 to 300 GM²
- i. Hard Drive Overwrite
- j. Scan File Format: PDF, JPEG, TIF
- k. Scan Speed: 110 (simplex) 220 (Duplex) Min
- l. Optional Fax: Hard Wired
- m. Optional Finisher: 1000 sheet standalone finisher, staple capacity: 50 sheets
- n. Printer Connectivity:
 - i. 10/100/1000 base TX Ethernet, 802.11 b/g/n, USB
 - ii. PCL6, Postscript 3, PDF
 - iii. 1200 x 1200 dpi
- o. Mobile Printing Capability
- p. Ecology/Sustainability: Energy Star Certified/EPEAT Gold Rated

COUNTY OF ONEIDA

LESSOR

 Anthony J. Picente, Jr.
 County Executive

 [insert]
 [insert]

Date: _____

Date: _____

MASTER LEASE AGREEMENT SCHEDULE
LEVEL FOUR COPIER MACHINE

This Master Lease Agreement Schedule (“Schedule”) is supplemental to, and part of, the Master Lease Agreement between the County of Oneida and the Lessor, dated _____, 2025 (“Master Lease”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in the Master Lease. The Lessor hereby leases to the County, and the County hereby leases, the following Copier Machine, according to the following conditions:

22. Copier Machine Description. The Copier Machine is a [insert year] [insert manufacturer] [insert model number] machine. For purposes of the Master Lease, this Copier Machine shall have the identification number _____ .
23. Capacity. The County may print up to [select either 1,500 or 3,000] printouts or copies from the Copier Machine per month (the “Base Allotment”). If the Copier Machine is capable of printing in color ink, such Base Allotment shall include _____ number of color prints or copies.
24. Delivery. Lessor shall deliver the Copier Machine on _____, __, 202__, between the hours of 8:30 a.m. and 4:00 p.m., time being of the essence, to the Oneida County _____ (“Department”), at the following address: _____ .
25. Term. The term of this Schedule commences upon the date of delivery and ends upon the earlier of _____, 202__ or upon the expiration or termination of the Master Lease or this Schedule.
26. Optional Capabilities. The Copier Machine shall include the following optional components or capabilities (select all that apply)
 - a. facsimile transmission
 - b. internal stapler/finisher
 - c. standalone stapler/finisher
 - d. additional paper tray
27. Rent. The County shall pay Lessor \$_____ per month for the Copier Machine, billed on quarterly basis and prorated in the first and final months of this Schedule to reflect actual number of days in which this Schedule is in effect during such first and final month. In the event that the County exceeds the Base Allotment, the Rent shall be increased by _____ cents per page of black and white ink in excess of the Base Allotment, and by _____ cents per page of color ink in excess of the Base Allotment.
28. Level Four Specifications. The Copier Machine shall perform according to the following specifications:
 - a. Pages Per Minute:50 to 65
 - b. Magnification:25% to 400%

- c. Paper Size:Up to 11" x 17"
- d. Paper Capacity:2 x 500 sheet drawer, 100 sheet bypass
- e. Duplexing
- f. Single Pass Document Feed:220 Sheets
- g. Standard Memory: Minimum 2.0 GB
- h. Paper Weight:60 to 300 GM²
- i. Hard Drive Overwrite
- j. Scan File Format: PDF, JPEG, TIF
- k. Scan Speed: 110 (simplex) 220 (Duplex) Min
- l. Optional Fax: Hard Wired
- m. Optional Finisher: 1000 sheet standalone finisher, staple capacity: 50 sheets
- n. Optional: 2 extra 500 page paper trays
- o. Printer Connectivity:
 - i. 10/100/1000 base TX Ethernet, 802.11 b/g/n, USB
 - ii. PCL6, Postscript 3, PDF
 - iii. 1200 x 1200 dpi
- p. Mobile Printing Capability
- q. Ecology/Sustainability: Energy Star Certified/EPEAT Gold Rated

COUNTY OF ONEIDA

LESSOR

 Anthony J. Picente, Jr.
 County Executive

 [insert]
 [insert]

Date: _____

Date: _____

Exhibit B
(Addendum)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida (“County”) and Lessor (“Contractor”), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

D. 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 B – Required Certifications

Proposer Must Sign and Submit Each Certification with its Proposal

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

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

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

Legal Name of Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

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

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

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

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

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

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

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

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

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

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

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

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

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

Legal Name of Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

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

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

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

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

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

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

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

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

This prohibition shall not apply to:

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

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

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

Legal Name of Organization

Signature

Date

Printed Name

Title