

ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

Medical Consultant

RFP #2025-415

ONEIDA COUNTY HEALTH DEPARTMENT

185 Genesee Street

UTICA, NEW YORK 13501

DANIEL W. GILMORE, Ph.D., MPH

DATE: _____

Daniel W. Gilmore, Ph.D., MPH, Director
Oneida County Health Department

It is understood and agreed by the Vendor 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 Vendor 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 Vendor.
3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor'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 Vendor 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. Vendors 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. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

I. DETAILS

A. RFP TECHNICAL DETAILS

Sealed Proposals, subject to the conditions contained herein, will be received by the ONEIDA COUNTY HEALTH DEPARTMENT until 3:00 P.M., local time on 22 April, 2025, for:

RFP #2025-415 MEDICAL CONSULTANT

Specifications MUST be RECEIVED from the Oneida County Health Department Office at (315) 798-5220, mail request to Oneida County Health Department, 185 Genesee St., Utica, NY, 13501, or located on the County website at <http://www.oneidacountyny.gov> (public notice section.)

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

RFPs must be returned on the form furnished. The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Health Department.

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

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

B. PURPOSE

The Oneida County Health Department (OCHD) is seeking proposals for a physician duly licensed in New York State to act as a medical consultant to OCHD pursuant to 10 NYCRR Part 11.

i. EDUCATION REQUIRED FOR MEDICAL CONSULTANT:

- a. Medical Doctor degree

ii. EXPERIENCE REQUIRED FOR MEDICAL CONSULTANT:

- a. The Vendor represents that he/she is duly licensed in the New York State and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services.

iii. DUTIES AND RESPONSIBILITIES OF MEDICAL CONSULTANT:

- a. Tuberculosis ("TB"): The Vendor shall review reports and charts regarding patients with TB who are treated at the OCHD's Diagnostic and Treatment Clinic ("Clinic"). Upon review of said reports and charts the Vendor shall provide recommendations for treatment of said patients. The Vendor shall conduct physical examinations of TB patients as may be medically indicated and shall dispense TB

medications when requested by the OCHD. The Vendor shall review and sign the Clinic's policies and procedures on an annual basis. The Vendor shall also, when appropriate, sign standing orders for blood work for the Clinic's TB patients.

b. Nurse Practitioner: The Vendor will provide medical oversight of the Clinic Nurse Practitioner and shall attend quarterly meetings with the Clinic's nurse practitioners to review and discuss Clinic issues.

c. Hearing and Vision Screening Exams: The Vendor shall review, when requested by the OCHD, hearing and vision screening exams of Oneida County 911 Call Center employees referred to the Clinic which are performed by registered nurses.

d. Communicable Diseases ("CD"): The Vendor shall provide medical advice during times of CD outbreaks, or at other times when the OCHD's CD staff needs medical advice. In the course of advising the OCHD regarding CD management, the Vendor shall confer, as needed, with staff from the New York State Department of Health ("NYSDOH"). When this occurs, the Vendor shall notify the OCHD in writing of such communication and any resulting action that the NYSDOH may recommend or undertake as a result.

e. Immunization Clinic: The Vendor shall provide non-patient specific standing orders and review protocols for public immunizations as allowed by New York State Education Department. The Vendor shall, in accordance with public health law and for the benefit of public health, sign non-patient standing orders at the request of the Director of Health. Additionally, the Vendor shall provide an annual review of the OCHD's "Immunization Policy and Procedures." The Vendor may also meet with the OCHD's Immunization Coordinator periodically to discuss vaccine issues and make recommendations.

f. Public Health Emergency Response and Planning ("PHERP"): The Vendor shall provide medical consultation regarding PHERP and implementation as requested by the OCHD's Director of Health. This consultation may include:

1. Assisting in the development and/or review of response and planning documents that have a medical component;
2. Developing materials for the medical community relating to bioterrorism and epidemiology;
3. Participating in presentations to health care providers and first responders; and
4. Attending meetings relating to the medical aspects of public health response (e.g., County-wide and OCHD emergency preparedness) and epidemiology.

g. Media Relations: The Vendor shall be available to discuss medical issues pertinent to the OCHD with the news media, as requested by the OCHD's Director of Health. When speaking to the news media on behalf of the OCHD, the Vendor shall limit remarks to medical and public health issues. The Vendor may write health related articles for publishing in various monthly circulars. If an article written by the Vendor relates to work performed pursuant to this Agreement, then such article shall be reviewed and approved by the OCHD's Director of Health and the OCHD's Director of Clinical Services prior to submission for publishing.

h. Physical Attendance: The Vendor shall be in physical attendance in the offices of the OCHD as needed by the OCHD from time to time.

- i. **Quality Assurance Committee:** The Vendor shall serve on and shall regularly attend the meetings of the OCHD’s Quality Assurance Committee.
- j. **Miscellaneous:** The Vendor shall perform for the OCHD any other duties that are or may be required by the Oneida County Charter, the Oneida County Administrative Code, the Oneida County Sanitary Code, the statutes of the State of New York and the United States, all applicable codes, rules, regulations, and protocols, and any other requirements not specifically listed here. Performance of these miscellaneous duties shall be pre-approved by the OCHD’s Director of Health.

The Vendor shall use their best efforts to perform the services such that the results are satisfactory to the County. The Vendor shall be solely responsible for determining the method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of same. The Vendor acknowledges and agrees that she has no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written consent of the County.

C. FUNDING & TERM OF AGREEMENT

- For the Services provided under this RFP, the Vendor will make a proposal stating amount to be charged for services provided in Paragraph B(iii) above. Charges must be set forth on an Oneida County voucher before payment by the County can be made. Proposals for charges based on monthly provision of services or by type of service or by expenditure of hours will be accepted
- The term of the awarded agreement shall be for a term commencing on July 1, 2025 and continue for up to five (5) years at the sole discretion of the County. The awarded Vendor will be required to execute a contract with the County in substantial compliance and conformance with this RFP by June 15, 2025.

D. DATES & DEADLINES

Medical Consultant RFP Announcement	April 8, 2025
Questions due	April 15 , 2025
Completed Proposals Due	April 22, 2025 / 3pm EST
OCHD Announces Award Recipient	By April 29, 2025
Contract Term	(2025 –2030)*

*Contract Terms will be negotiated and agreed upon by OCHD and each individual awardee following announcement of award recipients.

E. QUESTIONS

During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized below. All proposals will remain sealed until after the submission deadline.

All questions regarding the RFP must be submitted in writing to:

Daniel W. Gilmore, Ph.D., MPH, Director

Oneida County Health Department

185 Genesee Street

Utica, NY 13501

Questions may also be directed by email to dgilmore@oneidacountyny.gov. All questions must be received by April 15, 2025.

F. REIMBURSEMENT/GIFTS

Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

II. PROPOSAL GUIDELINES & REQUIREMENTS:

i. Proposal:

The complete proposal must be submitted in a sealed package, prior to the submission deadline. All proposals shall be marked, Oneida County Health Department, RFP#2025-xxx. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

ii. Proposal Format:

In order to be considered, all proposals must adhere to the following format:

Proposal Narrative:

- Double spaced, 1” margins, pages numbered
 - Tables, charts, etc. do not need to be double spaced
- 12 point, Times New Roman font
- Proposal Narrative Page Limit: 25 pages (*excluding cover sheet*)
 - Please keep proposals clear and concise
- Page limit does not include Letters of Support, Budget or other relevant attachments.

Electronic Proposal Narratives, Letters of Support, and any additional documentation that Vendor wishes to provide should be submitted in WORD or PDF formats; budget documents may be submitted in WORD, PDF or EXCEL formats. Please zip electronic files.

iii. Proposal Submission Process:

Please submit one (1) hard copy and, if desired, one (1) electronic copy in the form of a compact disk or flash drive, of your full proposal. All proposals (both hard and electronic) must be **received by 3**

PM on April 22, 2025. OCHD will confirm that both the hard and electronic copies have been received.

Please submit the hard copy of your proposals via sealed envelope marked “**RFP #2025-xxx: Medical Consultant**” to the address below:

Oneida County Health Department
185 Genesee St.
Utica, New York 13501
Attn: Daniel W. Gilmore

No late submissions will be accepted.

iv. Proposal Narrative & Budget Guidelines

Proposal Narrative, Budget and additional attachments must specifically address each of the required elements below:

Technical Capability

- Capability, Capacity, and Qualifications of the Vendor – Please provide a detailed description of the Vendor’s experience.
- Provide brief background on Vendor’s history and whether he/she is part of a medical organization which would also provide some of the services set forth in Paragraph B(iii) above.
- Provide description of current staffing and the professional qualifications of key operations and program administration personnel.
- Describe Vendor’s organizational infrastructure as it relates to its capacity to deliver the proposed services, including information on the expertise and experience of key executives, staff, and directors.
- Describe the nature and frequency of management reports indicating service utilization, referrals, follow-up, and member satisfaction. Please provide samples of all available reports.

Project Description & Activities

- Provide a description of the Vendor’s plan for delivering proposed services, including which services will be delivered, how frequently services will be delivered, where the services will be delivered, by whom services will be delivered, and any other major activities associated with the project.
- Identify any other organizations that will have a significant role in the delivery of proposed services, and clearly explain each role.

Budget & Justification

- A detailed budget justification should accompany all budgets, and should include an explanation for each line item in narrative format. Justification may be included in the Budget Template, in body of the proposal or as a separate attachment.
- The total budget amount should be equal to the total funding amount listed in the proposal.

Other Required Elements (May be included as attachments)

- Evidence of the following qualifications must be also included with proposal materials:
 - Qualification to do business in New York State or a covenant to obtain such qualification prior to the execution of a contract.
 - Written approval as a not-for-profit organization in New York State.
 - Compliance with the Oneida County Affirmative Action Program will be required. With your proposal, please submit a statement indicating the composition of the Vendor's workforce.
 - Name and contact information of the individual that will serve as the project liaison and be primarily responsible for providing services under the proposal.
- Demonstrate the ability and flexibility of your organization to adapt or refine to changing needs of the target population and to meet outcome targets while maintaining fidelity to agency/program model. Describe specific experiences where possible.
- Explain any modifications to current or ongoing operations that may be necessary to implement your proposed program/project.
- Provide any additional information that you feel would distinguish the Vendor in its service to the County.

III. GENERAL PROVISIONS

CONFIDENTIALITY:

- a. All information contained in the OCHD's and the Vendor's files shall be held confidential pursuant to the applicable provision of the New York State Public Health Law and State Department Regulations, as well as any other applicable federal, state and local laws, rules and regulations, and shall not be disclosed except as authorized by law. The Vendor shall maintain the confidentiality of all financial and/or patient information with regard to services provided under this Agreement in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Vendor, its agents or representatives shall be cause for immediate termination of this Agreement.
- b. The Vendor shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by

written consent of the patient or the patient's representative, it being acknowledged and agreed that the OCHD shall have sole responsibility for responding to patient requests for access to medical records.

INSURANCE & INDEMNIFICATION:

- a. The Vendor shall purchase and maintain Medical Malpractice and/or Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- b. Workers' Compensation and Employer's Liability Insurance. In the event the Vendor engages any employees, leased employees, volunteers or subcontractors, the Vendor shall be required to obtain Workers' Compensation and Employer's Liability Insurance coverage at statutorily required limits, if applicable.
- c. Certificates of Insurance: Prior to the start of any work the Vendor shall provide certificates of insurance to the County that show proof of the insurance coverage required above. The Vendor shall supply the County with new certificates of insurance if and when each of the required insurance policies expires and is renewed by the Vendor.
- d. Waiver of Subrogation. The Vendor 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 Medical Malpractice/Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- e. The Vendor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Vendor and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Vendor or failure on the part of the Vendor to comply with any of the covenants, terms or conditions of this Agreement.
- f. The Vendor agrees to make no claim for damages for delay occasioned by an act or omission of the County or the OCHD.

INDEPENDENT CONTRACTOR STATUS:

- a. It is expressly agreed that the relationship of the Vendor to the County shall be that of an Independent Vendor. The Vendor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Vendor, in accordance with her status as an Independent Vendor, covenants and agrees that she will conduct herself in accordance with such status, that she will neither hold herself out as, nor claim to be, an officer or employee of the County or the OCHD by reason thereof and that she 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 the County or the OCHD.
- b. The Vendor warrants and represents that she is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make her services available to the public.
- c. The Vendor shall not be eligible for compensation from the County due to

1. illness;
 2. absence due to normal vacation; or
 3. absence due to attendance at school or special training or a professional convention or meeting.
- d. The Vendor acknowledges and agrees that she shall not be eligible for any County employee benefits, including retirement membership credits.
 - e. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to her under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Vendor's form of business organization. Neither the County nor the OCHD shall be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Vendor shall indemnify and hold the County and the OCHD harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's Independent Vendor status, it is agreed that both the County and the Vendor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Vendor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

SUBCONTRACT:

The Vendor shall not assign his/her rights or obligations under this Agreement, or subcontract with or employ another to provide the services described in this Agreement.

PERFORMANCE MONITORING:

- a. OCDH shall monitor the performance of services on a monthly basis by means of both regular meetings and a review of monthly reports submitted by the Vendor to ensure that the OCDH is receiving the provision of services as described herein.
- b. The OCDH shall monitor services to ensure they are consistent with professional standards of care, the patient's plan of care, and regulations of the NYSDOH.

EXCLUSIVITY:

- a. The OCDH retains the right to reassign patients to other contactors or its own employees.
- b. The OCDH retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Vendor, or to provide such services to its patients through its own employees.
- c. The Vendor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

TERMINATION:

- a. This Agreement may be terminated by either party by that party providing the other party at least ninety (90) calendar days' prior written notice of termination. However, in the event the Vendor defaults in the performance of any of its obligations under this Agreement, the OCHD may terminate the Agreement effective upon written notice served at any time upon the Vendor.
- b. Upon notice of termination, the Vendor shall immediately submit to the OCHD all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

- c. Upon notice of termination, the Vendor shall immediately deliver to the OCHD all records, patient charts, case files and any other documents which may be in its possession as a result of its services under this Agreement.

SCORING & EVALUATION

The OCHD will review each proposal for completeness and verify that all eligibility criteria are met. Proposals shall include all required components as described in Section III. If a proposal is not complete or does not meet the basic eligibility standards as outlined in Section I, the proposal will be eliminated from further review. The Vendor will be notified of the rejection of its proposal within 30 working days of the proposal due date.

The OCHD has approved the Evaluation Criteria listed below. Please carefully review all criteria for details on scoring and evaluation of submissions.

Evaluation Criteria

- Completeness of application
- Length of term of proposed contract
- Experience of Vendor

VI. CONTACT INFORMATION

Daniel W. Gilmore, Ph.D, MPH
Oneida County Health Department, Director
dgilmore@oneidacountyny.gov
(315) 798-6400

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Director listed above. Questions shall be submitted no later than 12:00 p.m. on April 15, 2025.

VII. ADDITIONAL CONTRACT CONSIDERATIONS

1. Please be advised that, all information contained within county contracts is public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.
2. All Vendors are hereby advised that the County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Vendors agree to such activity and release the County from all claims arising from such activity.
3. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

4. The awarded Vendor shall comply with the Standard Oneida County Conditions Addendum, attached as Appendix A.

TITLE: Medical Consultant
NUMBER: RFP#2025 - xxx

CLOSING DATE AND TIME: April 22, 2025, 3:00 P.M.

DELIVER TO: Oneida County Health Department

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. ___ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

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

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification;** provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____

Date: _____

Signature of Authorized Person:

Printed Name and Title
of Authorized Person:

PUBLIC CONTRACT NON COLLUSION STATEMENT

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

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

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law. for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

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

(1) The prices in this bid have been arrived at independently without collusion, **consultation, communication, or agreement**, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor:

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be consider for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services preformed or to be performed or good sold or to be sold, where competitive bidding is required by statue, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s)
Legal name of person, firm or Corporation

By: _____
Title

Dated: _____

SIGN AND RETURN WITH PROPOSAL

Appendix A

STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

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

- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal

property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used

for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

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

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