

ONEIDA COUNTY HEALTH DEPARTMENT
REQUEST FOR PROPOSALS

FOR

Oneida County Medical Examiner Transport

RFP #2025-440

ONEIDA COUNTY HEALTH DEPARTMENT
185 Genesee Street
UTICA, NEW YORK 13501
DANIEL W. GILMORE, Ph.D., MPH

DATE: October 30, 2025

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

Table of Contents

| | |
|--|-------|
| 1. AGREEMENT ACKNOWLEDGEMENT | p. 3 |
| 2. PURPOSE | p. 4 |
| 3. GOALS | p. 4 |
| 4. ELIGIBILITY FOR GRANT AGREEMENT SERVICES | p. 4 |
| 5. QUALIFICATIONS AND STANDARDS | p. 4 |
| 6. TERM | p. 5 |
| 7. SCOPE OF SERVICES | p. 5 |
| 8. COMPENSATION | p. 5 |
| 9. DATES & DEADLINES | p. 5 |
| 10. QUESTIONS | p. 6 |
| 11. REIMBURSEMENT/GIFTS | p. 6 |
| 12. PROPOSAL GUIDELINES & REQUIREMENTS | p. 6 |
| 13. GENERAL CONTRACT PROVISIONS | p.12 |
| 14. EXAMINER'S OFFICE MEO TRANSPORT -ATTACHMENT 1 | p.17 |
| 15. EXAMINER'S OFFICE MEO SAFETY - ATTACHMENT 2 | p. 18 |
| 16. REQUIRED CERTIFICATIONS - ATTACHMENT 3 | p. 22 |
| 17. STANDARD ONEIDA COUNTY CONDITIONS - ATTACHMENT 4 | p.28 |

1. AGREEMENT ACKNOWLEDGEMENT

It is understood and agreed by the Contractor that:

1. This Request for Proposals (hereinafter "RFP") does not require 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 Contractor.
3. Submission of a proposal will be deemed to be the consent of the Contractor to any inquiry made by the County of third parties with regard to the Contractor'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 revision of the approved proposal requires written justification to the County for consideration, which may or may not be approved.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to the 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. Contractors 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. Contractors 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

Date

Signature

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

2. PURPOSE

The Oneida County Health Department (hereinafter “OCHD”) is seeking proposals from qualified agencies to perform decedent transport service to the Onondaga County Medical Examiner Office (OCMEO), which performs autopsies and other related services on behalf of Oneida County. Funding for this service will be available from January 1, 2026 through December 31, 2031.

The Contractor shall use its best efforts to perform the decedent transport services inspection such that they are satisfactory to the County and in compliance with New York State law, Oneida County law and the specifications, procedures and guidelines of the OCMEO. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where the OCME, federal, state or local laws and regulations impose specific requirements on performance of same. The Contractor acknowledges and agrees that it 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.

3. GOALS

The OCMEO, which contracts with Oneida County to perform autopsies and other related services, is located at 100 Elizabeth Blackwell Street, Syracuse, NY. The OCMEO requires a transport service to remove and transport decedents to and from the OCMEO and/or to other locations when performing autopsies and other related services for Oneida County. Decedent removal is required from various locations throughout Oneida County including but not limited to residences, roadways, wooded areas, funeral homes, hospitals, prisons and other health care facilities. The total number of transports in 2024 from January to December 2024 was 298.

4. ELIGIBILITY FOR SERVICES

Transport service to remove and transport decedents in Oneida County to and from OCMEO and/or to other locations when performing autopsies and other related services for Oneida County.

5. QUALIFICATIONS AND STANDARDS

Qualifications and standards for the services are set forth in New York State statutes and code, the OCMEO safety manual attached hereto as Attachment 2 and the following scope of services and project description contained in this Request for Proposal.

6. TERM

It is the intent of the County to award a Contractor a term for five years beginning on January 1, 2026, and ending December 31, 2030.

7. SCOPE OF SERVICES

a. The Onondaga County Medical Examiner's Office (OCMEO) is located at 100 Elizabeth Blackwell Street, Syracuse, New York. The CONTRACTOR shall provide decedent removal, temporary storage, and transportation services to this location and/or to other locations as required in the event of a mass fatality or other incident where an off-site location is necessary (hereinafter collectively called the "Services").

b. The CONTRACTOR shall provide the Services at such times, dates and locations as designated by the COUNTY through the OCMEO. The Services shall be required at various locations throughout Oneida County, including, but not limited to, residences, roadways, wooded areas, funeral homes, and hospitals/health care facilities. The CONTRACTOR shall not provide Services except at the direction of the OCMEO.

8. COMPENSATION

Vendors must provide an all-inclusive annual cost for services to transport decedents from January 1, 2026 through December 31, 2030 as described in this RFP. Historical data of transports/removals from January to December 2024 is 298.

9. DATES & DEADLINES

| | |
|---------------------------------------|--|
| RFP Announcement | October 30, 2025 |
| Completed Proposals Due | November 17, 2025 / 3pm EST |
| OCHD Announces Award Recipient | By December 1, 2025 |
| Contract Term | January 1, 2026 through December 31, 2030 |

10. QUESTIONS

During the period between the earliest notice of the RFP to Contractors and the contract award, no County employee can accept oral, written, or electronic contact from Contractors 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 November 3, 2025.

11. REIMBURSEMENT/GIFTS

Denial of Reimbursement - The County will not reimburse Contractors 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 - Contractors 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.

12. PROPOSAL GUIDELINES & REQUIREMENTS:

a. **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#2025-440. Contractors shall include all documents necessary to support their proposal in the sealed package. Contractors 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.

b. **Proposal Format:**

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

c. **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 Contractor 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.

d. Proposal Submission Process:

Please submit one (1) hard copy and, if desired, one (1) electronic copy as a single PDF file, of your full proposal. All proposals (both hard and electronic) must be **received by 3 PM on November 17, 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 #2025-440: Oneida County Medical Examiner Transport”** 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.

e. Proposal Narrative & Budget Guidelines

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

f. Technical Capability

- Capability, Capacity, and Qualifications of the Contractor – Please provide a detailed description of the Contractor’s experience.
- Provide description of current staffing and the professional qualifications of key operations and program administration personnel.
- Describe Contractor’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.

g. Project Description & Activities

- The CONTRACTOR shall provide such Services on an on-call basis, and shall provide such Services at any time, 24 hours a day, and 7days a week.
- The CONTRACTOR shall utilize vehicles conforming to New York State Health laws appropriate for the performance of Services. Vehicles will be subject to the approval of the OCMEO Chief Medical Examiner or his/her designated representative. Inappropriate or poorly maintained vehicles shall be disallowed.
- The CONTRACTOR shall utilize vehicles with appropriate equipment for a wide range of locations or scenarios and are unmarked or do not display a company name.
- The OCMEO shall provide the CONTRACTOR with information about scene location, weight of decedent, decontamination requirements, and any other information that may require additional assistance or resources by the CONTRACTOR at the time of notification.
- The CONTRACTOR agrees that it shall have available, at all times, a sufficient number of vehicles and staff to remove at least two decedents from two different locations at the same time.

- The CONTRACTOR shall respond to the designated location within forty-five (45) minutes of notification by the OCMEO except and unless, in the rare instance, there is a delay caused by unforeseen events beyond the CONTRACTOR's reasonable control.
- The CONTRACTOR agrees that it shall allot forty-five (45) minutes of time on-scene for stand-by and removal. On-scene time starts upon arrival at the scene and ends when the decedent is removed from the scene. OCMEO staff will contact the CONTRACTOR when the decedent is ready for removal; however, the CONTRACTOR must be aware there are times when the removal may be delayed due to law enforcement and/or other agency activities beyond the control of the OCMEO.
- The CONTRACTOR shall provide at least two (2) employees to remove decedents from scenes and emergency rooms and at least one (1) employee to remove decedents from hospital morgues. The CONTRACTOR's employees must be capable of moving heavy decedents up to 250 pounds and must have the appropriate number of staff and equipment to remove decedents up to 500 pounds. The CONTRACTOR should not expect any assistance with removal.
- The CONTRACTOR's employees shall dress professionally and appropriately for scene response.
- The CONTRACTOR and its employees shall demonstrate respect for the decedent and for family members of the decedent at all times during the performance of Services. A flat, plastic carry-board must be used to transfer all decedents to a stretcher for removal.
- The CONTRACTOR and its employees must maintain confidentiality of all information obtained during transport. This includes basic data such as decedent name, age, gender, sexual orientation, circumstances of death, as well as other information. Any breach of confidentiality may result in the termination of this Agreement and possible legal action.
- The CONTRACTOR and its employees must use universal precautions during performance of the Services.
- The CONTRACTOR and its employees must comply with Occupational Safety and Health regulations 29 CFR 1910.1030: Occupational Exposure to Blood-Borne Pathogens and 29 CFR 1910.132-136: Personal Protective Equipment, and supply personal protective supplies to meet these standards.

- The CONTRACTOR and its employees must read the CFS Safety Manual Contractor Safety Handout and complete the Contractor Safety Acknowledgement Signature form.
- The CONTRACTOR shall utilize cellular telephone and/or two-way radio communication between the CONTRACTOR's main office, mobile vehicle(s) and OCMEO employees.
- During performance of the Services, the CONTRACTOR shall utilize various types of body bags provided by the OCMEO. Heavy duty bags must be used in any instance where the death is the result of a criminal act, requires removal by hand carrying the remains (i.e. off road or woods), or in circumstances where special handling is required, as directed by the OCMEO staff on scene. In all other routine removal situations (hospitals, nursing homes, etc.), the decedent, ideally, must be placed in a bag provided by that institution. In those cases where a bag is not provided by an institution, or removal is made from a private residence, a lightweight bag must be utilized. In cases where the decedent is extremely obese, special oversized heavyweight bags shall be utilized as determined by OCMEO staff. All bags shall be replenished upon arrival at the OCMEO. All bags are the property of the OCMEO and must be used for only that purpose.
- The CONTRACTOR shall utilize other supplies provided by the OCMEO for scene preservation as directed by OCMEO's Forensic Investigators (Forensic Investigators) or Medical Examiners.
- The CONTRACTOR must complete the following chain of custody when a Forensic Investigator is present at the scene/pick-up location: The Forensic Investigator shall begin the chain of custody at the scene by sealing the bag with a numbered lock seal and shall then transfer the decedent to the CONTRACTOR for transport. The chain of custody shall continue at check-in of the decedent at the OCMEO. The CONTRACTOR and/or its employees shall not depart the OCMEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEO representative.
- The CONTRACTOR must complete the following chain of custody when a Forensic Investigator is NOT present at the scene/pick-up location: The CONTRACTOR shall ensure the numbered lock seal on the body bag matches the seal number noted in the hospital or other agency's records/forms before transport to the OCMEO. If the body bag is NOT sealed upon arrival, the CONTRACTOR shall use an approved OCMEO property and evidence form to document personal property and valuables

on the decedent, with hospital or other agency staff present, and then seal the bag with a numbered lock seal before transport to the OCMEO. The chain of custody shall continue at check-in of the decedent at the OCMEO. The CONTRACTOR and/or its employees shall not depart the OCMEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEO representative.

- The CONTRACTOR shall bring any issues/problems encountered to the attention of the Forensic Investigator responsible for the particular scene, or to the OCMEO or his /her designee.
- The CONTRACTOR must provide a monthly report on all responses including OCMEO case number, time of arrival and departure from the scene, scene location, and names of CONTRACTOR employees responding. This report shall be submitted with a quarterly invoice for Services performed to the Oneida County Director of Public Health.

h. 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.

i. 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.

federal, state, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.

ii. The Contractor shall hold in strict confidence all 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 individual or the individual's representative, it being acknowledged and agreed that the OCHD shall have sole responsibility for responding to individual requests for access to records.

b. INSURANCE & INDEMNIFICATION:

- i. The Contractor shall obtain and maintain Commercial General Liability Insurance with limits of \$1,000,000 each occurrence and \$3,000,000 annual aggregate and Oneida County shall be included as a n Additional Insured.
- ii. The Contractor shall purchase and maintain Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate, if applicable.
- iii. The Contractor shall obtain and maintain Automobile Liability with limits of at least \$1,000,000 each accident and Oneida County shall be included as an Additional Insured.
- iv. Workers' Compensation and Employer's Liability Insurance. In the event the Contractor engages any employees, leased employees, volunteers or subcontractors, the Contractor shall be required to obtain Workers' Compensation and Employer's Liability Insurance coverage at statutorily required limits, if applicable.
- v. Certificates of Insurance: Prior to the start of any work the Contractor shall provide certificates of insurance to the County that show proof of the insurance coverage required above. The Contractor shall supply the County with new certificates of insurance if and when each of the required insurance policies expires and is renewed by the Contractor.
- vi. Waiver of Subrogation. The Contractor 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 Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

vii. The Contractor 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 Contractor 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 Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.

viii. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County or the OCHD.

c. INDEPENDENT CONTRACTOR STATUS:

i. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor 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 Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County or the OCHD by reason thereof and that it 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.

ii. The Contractor warrants and represents that it 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 Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

iii. The Contractor shall not be eligible for compensation from the County due to illness, absence due to normal vacation or absence due to attendance at school or special training or a professional convention or meeting.

iv. The Contractor acknowledges and agrees that it shall not be eligible for any County employee benefits, including retirement membership credits.

v. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to it under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor'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 Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

vi. The Contractor 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.

vii. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor 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.

viii. The Contractor 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.

d. SUBCONTRACT:

The Contractor shall not assign its rights or obligations under this Agreement, or subcontract with or employ another to provide the services described in this Agreement.

e. PERFORMANCE MONITORING:

i. OCHD 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 Contractor to ensure that the OCHD is receiving the provision of services as described herein.

ii. The OCHD shall monitor services to ensure they are consistent with professional standards and regulations of the NYSDOH.

f. TERMINATION:

i. 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 Contractor 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 Contractor.

ii. Upon notice of termination, the Contractor 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.

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

RFP–Oneida County Health Department-Medical
Examiner's Office MEO Transport Services

Number: 2025-440

ATTACHMENT 1

New York Code of Rules and Regulations Title 10. Department of Health, Part 13.
Transportation of Dead Bodies
(Statutory authority: Public Health Law, Section 225; NYS Sanitary Code 10
NYCRR §13.2 - Effective Date: 09/18/91)

Section 13.2- Transportation of dead human bodies by other than common carrier

In the transportation of dead human bodies by every mode of transportation including air, other than by common carrier in the State of New York, and including such transportation which originates outside the State of New York, the dead body shall be encased in a casket or container or shall be enclosed in a waterproof pouch and secured in a rigid litter or stretcher, and however encased or enclosed, the dead body shall be obscured from public view and:

- (1) the funeral director or his agent assuming responsibility for the transportation of the dead body must take the steps necessary to prevent leakage of body fluids from the container in which the remains are encased; and
- (2) the interior of the vehicle and equipment used for transportation must be maintained in a clean and sanitary manner.

RFP–Oneida County Health Department-Medical

Examiner's Office MEO Transport Services

Number: 2025-440

ATTACHMENT 2

Onondaga County Health Department,
Medical Examiner's Office
Transport Services

CONTRACTOR SAFETY

For the purposes of this document, a “Contractor” refers to non-employees of the Center for Forensic Sciences (CFS) entering the facility to perform a service. This document is intended to convey general safety information to the Contractor to protect the Contractor and the CFS’ staff. The CFS was designed with the safety of the staff and visitors as a high priority. Various engineering controls were installed to protect workers from the types of hazards typical to a laboratory environment. The CFS air handling system is monitored through a sophisticated computer system with alarmed settings for notification of system/subsystem failure. Onondaga County Department of Facilities Management provides an on-site Building Maintenance Supervisor (BMS) to monitor and adjust systems as needed during normal business hours. The system is under computer surveillance 24 hours per day by the Onondaga County Steam Station Control Room Supervisor. Any failure of crucial systems is relayed to the CFS management team for immediate action. Actions would include implementation of the evacuation plan when there is potential for employee hazard.

It is a good practice to consider every surface, piece of equipment, tool, etc., as potentially contaminated. Do not place tools or equipment on any countertops unless given prior permission by authorized staff members.

Planning

Seek information and advice about Laboratory specific hazards. Plan your work as to not interfere with Laboratory processes.

Security

Due to the sensitive nature of the work performed in this facility, security is extremely important. All contractors and visitors* are required to sign in at the Security Desk and get a badge to be worn at all times while in the building. When leaving the building, sign out at the Security Desk and return the badge. At no time are contractors/Vendors to wander away from their respective workplaces

*NOTE: Medical Examiner's Office decedent transport company and funeral directors are exempt from this Security requirement.

without an authorized escort. A person caught breaching this security policy may be immediately escorted off the premises and/or be brought up on criminal

trespassing charges. Medical Examiner's Office (MEO) decedent transport company employees are escorted by and in the presence of MEO staff at all times.

Exiting

Wash hands well at designated sinks (see staff for locations) before leaving the morgue.

Eating, smoking, etc.

Do not eat, drink, smoke, or apply cosmetics in areas where biological/chemical hazards may be present.

Personal Apparel

Confine long hair and loose clothing. Wear appropriate shoes at all times. Open toed shoes or sandals are prohibited in the morgue area. Outer garments are to be hung in approved areas only. (See staff for locations.)

Personal Housekeeping

Keep the work area clean and uncluttered. Clean up the work area at the end of each day and/or as often as needed to maintain a safe workspace.

Personal Protection

See staff for area specific Personal Protective Equipment (PPE). Ensure that all persons wear appropriate gloves, lab coats, safety glasses, face shields, etc., where the potential for contact with bloodborne pathogens and/or toxic materials exists. Dispose of used gloves and garments in proper containers.

Smoking is prohibited in the Center for Forensic Sciences and outside within 25 feet of any doorway.

Vigilance

Be alert to unsafe conditions. Report unsafe conditions to the Building Maintenance Supervisor, at x2260, or Health and Safety Manager, at x2204, as soon as they arise, so that they can be corrected in a timely fashion.

Waste Disposal

All construction debris is to be removed from the premises at the end of each workday. More frequent removal may be required to maintain a clean safe environment.

Working Alone

Working alone in secure lab areas is prohibited. Avoid working alone in the building's common areas. An attempt should be made for employees to never work alone on any construction project; however, circumstances may arise in which this situation is unavoidable. In such circumstances notification of another person in the building, possibly security or the Building Maintenance Supervisor, must be made prior to and upon completion of the work.

Equipment Usage

Contractors will follow manufacturers' safety guidelines when using any equipment, hand tools, power tools, ladders, etc., to ensure safety is not compromised.

Electrical Safety

All 110-volt outlets in the laboratories are provided a ground circuit. Frayed or damaged cords must be replaced. DO NOT tape or splice them. Electrical equipment may not be used when in a damaged condition. Turn the equipment's power switch to the "off" position before connecting to or disconnecting from an electrical outlet. Always unplug equipment by pulling on the plug, not on the cord. Do not handle electrical equipment with wet hands or when standing on wet surface. Position electrical equipment as to minimize the possibility of water or chemical contact.

Fire Prevention

Identify potential ignition sources including open flames, heating elements, and electrical sources. Be aware of major workplace fire hazards: flammable chemicals, accumulated paper, or cardboard. Contractors are responsible for the safe operation of their equipment. Use fire extinguishers only if trained in their proper use. Smoking is prohibited in the Center for Forensic Sciences

Evacuation

If an emergency requires the building to be evacuated, leave immediately using posted evacuation routes and meet across Elizabeth Blackwell Street at the Campus Activities Building (CAB) for attendance. It is important that all meet at the CAB to ensure everyone is safe so emergency rescue personnel do not have to be dispatched into the building.

It is the policy of the Center for Forensic Sciences to maintain a safe and healthy environment for all that enter. This document is only a guide and cannot take the place of common sense. If there is a question that may affect the safety of personnel or equipment, you are to have the question resolved by the appropriate staff before continuing.

RFP–Oneida County Health Department-Medical
Examiner's Office MEO Transport Services

Number:2025-440

GENERAL RULES

FOR CONTRACTORS

Onondaga County Center for Forensic Sciences

I have read and I understand the General Rules for Contractors document. I will follow the rules set forth and will notify the Health and Safety Manager (x-2204) or the Building Maintenance Supervisor (x-2260) of any foreseeable potential hazards that may arise.

I also understand that non-compliance with this General Rules for Contractors Policy may result in termination of contract(s).

Company Name: _____

| | NAME (printed) | Signature | Date |
|-----|----------------|-----------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ |

ATTACHMENT 3 – REQUIRED CERTIFICATIONS

1. STANDARD ONEIDA COUNTY CONDITIONS ACKNOWLEDGEMENT

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

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

Legal Name of Organization

Signature

Date

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

2. 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 of 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 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 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 awarded 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.

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

Legal name of organization

Signature

Date

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

3. 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

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

4. 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.
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

Print Name

5. 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

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

6. 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

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

ATTACHMENT 4 - 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 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 2 CFR Part 180, for prospective participants in primary covered transactions, as defined at 13 CFR 400.109,
 - 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 2 CFR Part 182, Subpart B, for Contractors other than individuals.

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 2 CFR Part 182, Subpart C, for Contractors that are individuals:

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal 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.

21. 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.