



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH

"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

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ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

Community Accessibility and Inclusion (CAI) for Children and

Youth with Special Health Care Needs (CYSHCN)

RFP #2026-452

Issue date: May 13, 2026

Issued by: Daniel W. Gilmore, Ph.D., MPH, Director
Oneida County Director of Health
(315) 798-6400
dglimore@oneidacountyny.gov

Proposals due: May 29, 2026 by 4:00 PM EST

ADMINISTRATION

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVE. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVE. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVE. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES

ONEIDA COUNTY CLINIC BUILDING
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5747 • FAX: (315) 798-1057

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1. AGREEMENT ACKNOWLEDGEMENT

It is understood and agreed by the Offeror that:

1. This Request for Proposals (herein referred to as "RFP") does not require the County of Oneida (herein referred to as the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (herein referred to as the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties regarding the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated, in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded Agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for services as approved and set forth by the County. The County shall have no liability to an Applicant beyond funds set forth in the executed agreement.
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 because of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized individuals. Applicants acknowledge that the County is subject to Article 6 Freedom of Information Law (FOIL).

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

Legal Name of Organization

Signature

Date

Print Name

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

2. PURPOSE

The Oneida County Health Department (herein referred to as the “County”) is seeking proposals from Applicants to provide Community Accessibility and Inclusion (CAI) services for CYSHCN in Oneida County, NY. The CAI services for CYSHCN shall consist of designing, implementing and operating a sensory room at the 2026 Oneida County Fair. The sensory room(s) will be a dedicated, staffed space within the fairgrounds designed to support children and youth with special health care needs and sensory sensitivities who may experience barriers to participation in large, crowded, and high stimulation environments. This project is intended to reduce identified community barriers related to sensory overload and limited availability of inclusive accommodation at large community events. In addition to enhancing the physical environment of the fairgrounds, the project will create an inclusive recreational opportunity by enabling CYSHCN and their families to participate more fully in a major community event.

The County was awarded funding for these services from the New York State Department of Health (DOH) and, for the purposes of this project, intends to subcontract these services through an eligible applicant(s). Although staff will be employed through the awarded Applicant(s), they are still required to adhere to rules and regulations of New York State.

3. GOALS

The overall goals of the CAI services for CYSHCN are as follows:

- A. Design, implement and operate a sensory room at the 2026 Oneida County Fair to be available to CYSHCN and their families attending the fair and will serve as a temporary physical space that enhances inclusion by allowing families to take breaks from sensory stimulation and re-engage in fair activities as tolerated.
- B. Plan and configure the sensory space to provide appropriate sensory regulation supports and adaptive materials.
- C. Staff the room with trained personnel during the 2026 Oneida County Fair.
- D. Coordinate with Oneida County Fair organizers to ensure accessibility, safety and alignment with fair operations.

4. ELIGIBILITY FOR CAI SERVICES FOR CYSHCN AT THE ONEIDA COUNTY FAIR

The selected Provider (hereinafter “Provider”) shall provide services and/or support to children youth with special health care needs and their families who attend the 2026 Oneida County Fair.

5. STAFF QUALIFICATIONS

The Provider shall staff the sensory room with personnel trained to assist CYSHCN with sensory sensitivities and their families.

6. APPLICANT ELIGIBILITY

If an Applicant does not currently operate services in Oneida County, NY, they shall need to be ready to operate services in this area prior to the execution of the Agreement, if awarded.

7. TERM

It is the intent of the County to award an Applicant for a term to begin July 6, 2026, and end August 17, 2026.

8. GEOGRAPHICAL AREA TO BE SERVED

This RFP will serve all eligible attendees of the 2026 Oneida County Fair.

9. SCOPE OF SERVICE

CAI services funding will support the design, set up and operation of a temporary sensory room hosted at the 2026 Oneida County Fair. The sensory room will provide an inclusive, supportive environment for children and youth with special health care needs and sensory activities, enabling participation in a large community event that may otherwise present significant barriers. These CAI services shall include:

Sensory Room Design and Planning: A qualified community-based agency shall design a sensory room to be hosted at the 2026 Oneida County Fair. Services will include planning sensory environment, identifying appropriate sensory environment, identifying appropriate sensory supports and accommodations, and coordinating layout and accessibility considerations to ensure the space is inclusive and developmentally appropriate for children and youth with special health care needs. This activity addresses identified community barriers related to sensory overload and limited access to inclusive community experience.

- A. **Sensory and Adaptive Materials:** A qualified community-based agency shall provide sensory and adaptive materials required for the temporary sensory room at the 2026 Oneida County Fair. Materials may be tactile, visual, auditory, and calming supports designed to assist with sensor regulation. All materials will be selected to support accessibility, inclusion, and safety and will be used exclusively for the CYSHCN-CAI funded activity.
- B. **Staffing and on-Site support Services:** A qualified community-based agency shall provide staffing services to operate and supervise the sensory room during the 2026 Oneida County Fair. Staff may include trained professionals or paraprofessionals experienced in sensory support, disability inclusion, or family centered services. Staff will provide on-site support to children and families, assist with sensory regulations strategies, and ensure a safe and welcoming environment for all participants.
- C. **Coordination, Oversight and Reporting:** A qualified community-based agency shall coordinate, implement oversight and report as required, including, but not limited to, coordination with Fair organizers, scheduling, compliance monitoring and collection of participation and utilization data to measure outcomes related to increased access, participation and inclusion for children and youth with special health care needs.

10. COMPENSATION

The County shall reimburse the awarded Provider a maximum of Seventy-seven Thousand Five Hundred and Fifty-nine Dollars and No Cents (\$77,559.00), budgets should be divided into the following categories:

- A. **Sensory Room Design and Planning**
- B. **Sensory and Adaptive Materials**
- C. **Staffing and On-Site Support Services**
- D. **Coordination, Oversight and Reporting**

11. DATES & DEADLINES

The following are important dates relevant to this RFP.

- A. RFP Issue Date: 05/13/2026
- B. Proposals Due: 05/29/2026
- C. *Notification of Award Status: 06/05/2026
- D. *Agreement Term Start: 07/06/2026

12. PROPOSAL EVALUATION

- A. Proposals will remain valid until the execution of a contract by Oneida County, unless otherwise rejected consistent with this RFP.
- B. Proposals received will be examined and evaluated by the Oneida County Health Department. The evaluation committee will review all proposals to determine responsiveness and responsibility prior to scoring.
- C. Proposals shall be evaluated based upon the following criteria:

| CRITERIA | DESCRIPTION | WEIGHT |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Program Design and Approach | Demonstrates a clear understanding of the purpose of the RFP and the needs of Children and Youth with Special Health Care Needs (CYSHCN). Includes quality and feasibility of the sensory room design, inclusion strategies, and appropriateness for a large-scale public event | 25% |
| Organizational Experience and Capacity | Experience providing services to CYSHCN or similar populations. Demonstrated experience with sensory-based programming and implementation in community or event-based settings. Includes organizational stability and past performance. | 20% |
| Staffing Plan and Qualifications | Adequacy of staffing levels, qualifications. Training, and supervision. Ability to provide appropriate on-site support to children and families during the event. | 15% |
| Sensory Environment and Materials | Quality, safety, and appropriateness of proposed sensory materials and supports. Ability to meet a | 10% |

| | | |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----|
| | range of sensory needs in an inclusive environment. | |
| Implementation and Operations Plan | Feasibility of setup, operation, and break down. Coordination with County and event organizers. Clarity of timeline and operational approach. | 10% |
| Budget and Cost Effectiveness | Reasonableness and clarity of the proposed budget. Alignment with available funding. Demonstrates cost effectiveness and value to the County | 10% |
| Reporting and Oversight | Plan for tracking participation, outcomes, and service utilization. Ability to report data to the County. | 5% |
| Overall Proposal Quality and Responsiveness | Organization, clarity, and completeness of the proposal. Responsiveness to all RFP requirements. | 5% |

D. Evaluation Process Proposals will be evaluated in accordance with the following process:

1. The evaluation committee will independently review and score each proposal.
2. Scores may be averaged or otherwise compiled to determine a final ranking.
3. The County reserves the right to: request clarification or additional information from proposers, conduct interviews, if deemed necessary, and negotiate with one or more proposers.
4. Final award recommendation will be made based on the proposal determined to be in the best interest of the County, considering both technical merit and cost.

E. Award

1. The County intends to award one contract; however, the County reserves the right to award in a manner deemed to be in its best interest.
2. A notice of contract award shall not be binding upon the County until the contract has been fully executed by all parties.

13. ADDITIONAL CONTRACT CONSIDERATIONS

The County intends to distribute one award under this RFP upon the Applicants proposal and budget submissions. The length/duration of the awarded contract will be July 6, 2026 through August 17, 2026.

- A.** The County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that all information contained within County Agreements are public record once you provide it and may be subject to public inspection and copying if not otherwise protected by federal or state law.
- B.** All Applicants are hereby advised that the County may 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 Applicants agree to such activity and release the County from all claims arising from such activity.

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

14. RFP QUESTIONS

Please direct all questions regarding this RFP to the Oneida County Health Department. Applicants may email the Oneida County Health Department at dgilmore@oneidacountyny.gov.

15. MISCELLANEOUS

- A. **INSURANCE:** The chosen Applicant shall obtain and maintain Commercial General Liability Insurance with limits of \$1,000,000 each occurrence and \$3,000,000 annual aggregate, with coverage for abuse and molestation and Oneida County and Boonville Fair Association, Inc., P.O. Box 775, Boonville, NY 13309 shall each be included as an Additional Insured. The chosen Applicant shall also obtain and maintain Professional Liability/Errors and Omissions Coverage, with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, if applicable. The chosen Applicant 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. The chosen Applicant shall maintain Commercial Umbrella with limits of at least \$5,000,000 and Oneida County shall be included as an Additional Insured. The chosen Applicant shall obtain and maintain a Workers' Compensation and Employer's Liability policy at statutory New York limits, if applicable. Proof of insurance coverage must be provided to the County prior to the execution of this Agreement. It is expressly understood that if during this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the chosen Applicant must provide the County proof of insurance consistent with the requirements listed above. Failure to do so may result in the immediate termination of this Agreement.
- B. **WAIVER OF SUBROGATION:** The chosen Applicant 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 Applicant's Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated in this RFP.
- C. **CERTIFICATES OF INSURANCE:** Prior to the start of any work, the chosen Applicant shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement (listing the County of Oneida at its principal offices) that is part of the chosen Applicant's Commercial General Liability Policy, if applicable. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. The chosen Applicant shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement. The chosen Applicant shall provide proof of disability insurance, where applicable, prior to the execution of this Agreement.
- D. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS:** To the fullest extent permitted by law, the chosen Applicant agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or

operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the chosen Applicant, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any equipment used by or furnished to chosen Applicant, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

- E. **INDEPENDENT CONTRACTOR:** It is expressly agreed that the relationship of the chosen Applicant to the County shall be that of an Independent Contractor. The chosen Applicant's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The chosen Applicant and its employees, in accordance with their status as independent contractors, covenant and agree that they shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be officers, employees, agents, or servants of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.
- F. **ACCOUNT REPRESENTATIVE:** The chosen Applicant shall appoint, by name, a company representative who shall be responsible for servicing this agreement. The representative shall be responsible for providing the services required to ensure that the Agreement is administered in an organized systematic manner.

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16. PROPOSAL COVERSHEET

Please attach this Proposal Coversheet with your formal proposal

I. APPLICANT INFORMATION

- A. Name of entity/individual: _____
- B. Mailing address: _____
- C. EIN or Federal Tax ID : _____
- D. Name of individual submitting this proposal: _____
- E. Title of individual submitting this proposal: _____
- F. Email of individual submitting this proposal: _____
- G. Additional individuals to receive RFP correspondence (type N/A if applicable)
 - i. Name, title & email: _____
 - ii. Name, title & email: _____

II. IDENTIFIED ACCOUNT REPRESENTATIVE

- A. Name: _____
- B. Title: _____

I hereby certify that the information in the Proposal Coversheet, Proposal Narrative, and all additional attachments are correct to the best of my knowledge, and that I am authorized to sign and submit this proposal.

Signature

Print Name

17. PROPOSAL COMPONENTS

A. GENERAL DETAILS

- **Page Limit:** None.
- **Submission Types:** Applicants must submit an electronic copy to dgilmore@oneidacountyny.gov and a sealed hard copy addressed to the following address. It is the Applicant's responsibility to ensure copies are delivered to the Department by the appropriate date and time. No late submissions will be accepted.

**Daniel W. Gilmore, Ph.D., MPH, Director
Oneida County Health Department
800 Park Avenue, 6th Floor
Utica, NY 13501**

- **Formatting:** Proposals must be submitted using Times New Roman, size 12 font, 1” margins, and titled “RFP #2026-452 Community Accessibility and Inclusion Services.” A single PDF is preferred, in the order of 1) Proposal Coversheet, 2) Proposal, 3) Required or Applicable Attachments, and 4) Certification Pages.

- B. ORGANIZATION APPLICANT PROPOSAL REQUIREMENT:** Please submit a separate proposal to the Department explaining why you wish to be awarded this RFP.

18. APPLICATION CHECKLIST

Did you complete and attach the following?

___ Proposal Coversheet

___ Proposal

___ Required & Applicable Attachments

___ Agreement Acknowledgement

___ Standard Oneida County Conditions Acknowledgement

___ Non-Collusion Certificate

___ Sexual Harassment Prevention Certificate

___ Recycling & Solid Waste Management Certificate

___ Purchase of Tropical Hardwoods Prohibition Certificate

19. 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

20. 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

Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

21. 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

22. 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

23. 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

24. ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the “Contract”), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

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

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

- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug 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 (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 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.