

Griffiss International Airport



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Rome, NY 13441
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ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Commissioner of Aviation

Request for Qualifications No. 2025-430

Airport Architectural, Engineering, Environmental, and Planning Consultant Services

County of Oneida
Griffiss International Airport

August 13, 2025

Submittal Due Date:
September 15, 2025
No later than 10:00 a.m., local time

Mailing Address:
Oneida County Department of Aviation
660 Hangar Road, Suite 223
Rome, New York 13441
Attn: Commissioner

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NOTICE OF REQUEST FOR QUALIFICATIONS

I. NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

A. Purpose

In accordance with Federal Aviation Administration (FAA) and Oneida County (County) requirements, the County is formally requesting statements of qualification (SOQ) from professional consultant firms with a strong background and understanding in architectural, engineering, environmental, planning, and construction of airport improvements.

The County wishes to retain these services for a 5-year contract period, commencing January 1, 2026 through December 31, 2030. The selected firm will assist the County with proposed projects, improvements, and environmental compliance for the Griffiss International Airport (Airport). The types of services include, but are not limited to, the following:

- architectural services;
- general engineering services;
- environmental services;
- preparation and administration of necessary applications and documents for FAA Airport Improvement Program (AIP) grant funding;
- preparation and administration of necessary applications and documents for New York State (NYS) grant funding;
- providing airport planning services as required by the County;
- providing engineering design and other services as required by the County;
- providing construction administration, inspection, and testing services during construction projects as required by the County;
- attendance at meetings as required to adequately perform the services.

B. Requirements

The ideal firm shall have substantial experience consisting of at least 10 years providing the requested services identified herein. Additionally, the experience should include the following:

- identifying future FAA grant projects and NYS grant projects;
- preparation of FAA and NYS grant applications and documentation;
- preparation of design and project plans and specifications for FAA and NYS grant projects;
- providing assistance in the contractor bid process;
- serving as a grant manager and project manager during the construction phase of airport planning and development projects involving the FAA and/or NYS.

The County has established an overall Disadvantaged Business Enterprise (DBE) goal of 2.94%. The firm shall convey a good faith effort, as defined in 49 Code of Federal Regulations

NOTICE OF REQUEST FOR QUALIFICATIONS

(CFR) Part 26, to subcontract 2.94% of the dollar value of the prime contract to certified DBE consultants as defined in 49 CFR Part 26.

C. Expected Timeline

The schedule for this RFQ process (which is subject to change) is as follows:

Milestone	Date
RFQ Published	8/13/2025
Pre-Submittal Meeting (not mandatory)	8/27/2025 9:00 a.m.
Question Submittal Due Date	9/3/2025
Due Date for Submittals	9/15/2025
Interview Selected Firms (if necessary)	9/29/2025
Selected Firm(s) Notified	10/15/2025
County Approves Award	11/12/2025

D. Delivery of Statement of Qualifications

The maximum size of the submittals, including all attachments, diagrams, or other information shall not exceed 35 pages. One original and five copies of the submittal, as well as an electronic copy on a USB must be submitted.

The SOQs must be submitted in a sealed envelope, or box, clearly marked on the outside with the words **“Airport Architectural, Engineering, Environmental, and Planning Consultant Services”** and must be submitted to the County prior to the submission due date at 10:00 a.m. Eastern Time (ET). Facsimile and email submissions will not be accepted. All SOQs shall bear the name and address of the firm and be addressed and delivered to:

Oneida County Department of Aviation
660 Hangar Road, Suite 223
Rome, New York 13441
Attn: Commissioner

Any SOQs received after 10:00 a.m. ET on the submission due date will not be accepted. SOQs must conform to the requirements stipulated in this RFQ. All SOQs and other materials (if applicable) submitted by each firm in regard to this SOQ will become the property of the County and shall not be returned to the firm.

BACKGROUND AND GENERAL INFORMATION

II. BACKGROUND AND GENERAL INFORMATION

A. Airport Information

The Airport is located at 660 Hangar Rd Suite 223 Rome, NY13441. The Airport is owned and operated by the County and is the only public-use airport in Oneida County. The Airport has an air traffic control (ATC) tower and consists of facilities that accommodate general aviation aircraft operations. The Airport is one of 7 FAA designated unmanned aerial system (UAS) test sites and is the only such test site on an active airport. The Airport is not served by scheduled air service or scheduled air cargo.

The Airport is designated a General Aviation airport in the FAA National Plan of Integrated Airport Systems (NPIAS) and a CAT 4 FAR 139 Certificated Airport.

The Airport occupies approximately 1700 acres of land and has runways as follows: Runway 15/33 is 11,820 feet in length and 200 feet wide. Take of Run, Take Off Distance, Accelerate Stop Distance, and Landing Distance available are all 11,820 feet.

Taxiways are 75' feet wide and include over 70 corporate and privately owned aircraft are based at the Airport. Additional information pertaining to the Airport can be found on the most recent Airport Layout Plan (ALP), attached.

B. Environmental Consideration

The National Environmental Policy Act applies to all projects at the Airport.

5-YEAR AIRPORT CAPITAL IMPROVEMENT PLAN

III. 5-YEAR AIRPORT CAPITAL IMPROVEMENT PLAN

A. Overview

The Airport has submitted a 5-year \$17,746,270 Airport Capital Improvement Plan (ACIP) to the FAA that includes several planning, construction, design, and environmental projects. Below is a synopsis of the 5-year ACIP showing the total estimated cost of the projects. Additional ACIP detail can be found in Attachment 1.

Griffiss International Airport Capital Improvement Program														Total Allocated BIL (FY 22-26) = \$1,480,000; FY 22=\$295,000; FY 23=\$292,000;				
Airport:	Griffiss International Airport		Name:	NY	NPIAS #: 36-0119							LSC ID:		RME	Date:	7/1/2025		
Project Description/Narrative	NPR	Work Code	Federal Funds (\$1,000)							Local (\$1,000)		State Funded only	Totals (\$1,000)	Environmental Type	Environmental Status	Comments		
			Entitlement	Cargo Entitlement	Discretionary	State Appropriation	Supplemental Discretionary	BIL-AIG (Allocated)	BIL-AIG (Discretionary)	State Matching Funds (\$1,000)	FFC						Other	
2025 95% Federal Funded																		
Security/Wildlife Fence Improvements Phase I & II (Design)	80	RC FE SE			\$203.78					\$5.36	\$5.36	\$214.50	Submitted	Submitted 6-26-24				
Airfield Guidance Signs & Navigational Aid Upgrades (LED RWY 15 PAPI, Beacon, Whodones, Taxiway Guidance Signs) CONST													Submitted	App 9-2-22	\$17,250 Allocated BIL carryover from FY24			
Airfield Guidance Signs & Navigational Aid Upgrades - Reconstruct Airport Beacon	78	RC EQ VI						\$39.67		\$1.04	\$1.04	\$41.76						
Airfield Guidance Signs & Navigational Aid Upgrades - Install Instrument Approach Aid	73	ST RW VI						\$73.67		\$1.94	\$1.94	\$77.55						
Airfield Guidance Signs & Navigational Aid Upgrades - Reconstruct Airfield Guidance Signs	48	RC OT SG						\$396.69		\$10.44	\$10.44	\$417.57						
Airfield Guidance Signs & Navigational Aid Upgrades - Install Miscellaneous NAVAIDS	40	ST OT IN						\$56.67		\$1.49	\$1.49	\$59.65						
Rateable Agreement								\$13.67		\$0.36	\$0.36	\$14.39	\$610.91					
Reconfigure / Reconstruct Taxiway D, H & G Intersection (Construction)													Submitted	App 7-14-22				
Reconfigure - Reconstruct Taxiways	76	RC TW IM	\$150.00		\$609.59					\$19.99	\$19.99	\$799.57						
Taxiway Lighting	76	RC TW LI			\$455.68					\$11.99	\$11.99	\$479.66						
Taxiway Signage	50	RC OT SG			\$303.72					\$7.99	\$7.99	\$319.71	\$1,596.94					
Airfield Pavement Repairs (DESIGN)	67	RS AP IM						\$122.65		\$3.23	\$3.23	\$129.10	Submitted	App 2-1-24	Grant application previously submitted 1/29/24			
ATCT Renovation, Contract Tower (Construction Phase 1)	66	SP EQ PC							\$1,298.9			\$1,298.88	Submitted	App 8-31-22	Grant application previously submitted 10/10/24			
ATCT Renovation, Contract Tower (Construction Phase 2)	66	SP BE PC							\$942.25	\$24.80	\$24.80	\$991.84	Submitted	App 8-31-22	Grant application to apply for funding submitted 7/29/24 - Approved Oct 2024. Final Grant Application in process.			
Total FY2025			\$150.00	\$0.00	\$1,572.77	\$0.00	\$0.00	\$703.01	\$2,241.13	\$88.63	\$0.00	\$88.63	\$0.00	\$4,844.17		\$218,893 Allocated BIL carryover to FY26		
2026 95% Federal Funded																		
Airfield Pavement Repairs (Construction)	67	RS AP IM	\$150.00		\$972.71					\$29.55	\$29.55	\$1,181.80	Submitted	App 2-1-24				
Apron 2 Phase II Rehabilitation (Design)	67	RE AP IM						\$247.10		\$6.50	\$6.50	\$250.10	Submitted	Completed by 6-2-25				
Land Storage Building (Design)	50	ST BD SN						\$220.97		\$5.82	\$5.82	\$232.60	Submitted	Submitted 6-21-24				
Total FY2026			\$150.00	\$0.00	\$972.71	\$0.00	\$0.00	\$468.07	\$0.00	\$41.86	\$0.00	\$41.86	\$0.00	\$1,674.50		\$67,819 Allocated BIL carryover to FY27		
2027																		
Security/Wildlife Fence Improvements Phase I (Construction)	80	RC FE SE	\$150.00		\$2,711.01					\$158.95	\$158.95	\$3,178.90	Submitted	Submitted 6-26-24				
Land Storage Building (Construction)	50	ST BD SN				\$2,310.03				\$128.34	\$128.34	\$2,566.70	Submitted	Submitted 6-21-24				
Acquire Snow Removal Equipment (SRE)													Submitted	Completed by 6-1-26				
Vertipoint (Design)													Submitted	Completed by 6-1-26				
Total FY2027			\$150.00	\$0.00	\$2,711.01	\$2,310.03	\$0.00	\$0.00	\$0.00	\$287.29	\$0.00	\$287.29	\$0.00	\$5,745.69				
2028																		
Security/Wildlife Fence Improvements Phase II (Construction)	80	RC FE SE			\$1,014.75					\$56.38	\$56.38	\$1,127.50	Submitted	Submitted 6-26-24				
Apron 2 Phase II Rehabilitation (Construction)	67	RE AP IM	\$150.00		\$3,610.65					\$208.93	\$208.93	\$4,178.50	Submitted	Completed by 6-2-25				
Total FY2028			\$150.00	\$0.00	\$4,625.40	\$0.00	\$0.00	\$0.00	\$0.00	\$265.30	\$0.00	\$265.30	\$0.00	\$5,306.00				
2029																		
Apron 3 Phase I Reconstruction (Design)	67	RC AP IM			\$158.40					\$8.80	\$8.80	\$176.00	Submitted	Completed by 6-1-28				
Vertipoint (Construction)													Submitted	Completed by 6-1-26				
Total FY2029			\$0.00	\$0.00	\$158.40	\$0.00	\$0.00	\$0.00	\$0.00	\$8.80	\$0.00	\$8.80	\$0.00	\$176.00				

REQUESTED SCOPE OF SERVICES

IV. REQUESTED SCOPE OF SERVICES

The types of requested services include architectural, engineering (general and specialized), environmental, planning, and construction of airport improvements. Specifically, the County is requesting qualifications for the 5 services listed below:

A. Architectural Services:

- a. Preliminary Phase – defining scope of the project and establishing preliminary requirements.
- b. Design Phase – complete project design including preparation of architectural reports and recommendations as well as preparing detailed plans, specifications, cost estimates, and project schedules (design and construction).
- c. Bidding and Negotiation Phase – advertising and securing bids, attending pre-bid conferences, analyzing bid results, negotiating for services, furnishing recommendations for award, and preparation of contract documents.
- d. Construction Phase – consultation and guidance during construction.
- e. Project Closeout Phase – services rendered after the completion of a project including making final inspections and project acceptance.
- f. Other architectural services as required.

B. General Engineering Services:

- a. Airport related engineering design and development services.
- b. Local agency interface and project permitting.
- c. Comprehensive project management covering all project phases.
- d. Attendance at meetings as required to adequately perform the services.
- e. General support for engineering related projects.
- f. Other engineering services as required.

C. Specialized Engineering Services:

- a. Project design services for both FAA/NYS grant eligible and non-grant eligible projects.
- b. AIP grant administration.
- c. NYS grant administration.
- d. Airfield pavements and related infrastructure.
- e. Analyzing air traffic procedures and conducting any specific reports/studies associated with noise issues.
- f. Developing and/or assessing land-use plans that may include on- and off-Airport property.
- g. Site assessments.
- h. Utility/infrastructure assessment and planning.

REQUESTED SCOPE OF SERVICES

- i. Preparing development criteria and design standards for tenant improvements.
- j. Reviewing individual zoning and development plans for compliance with approved Airport Master Plan and development criteria.
- k. Coordinating with parties responsible for property acquisition, land valuation, market studies, lease negotiations, and utility/infrastructure assessment and planning.
- l. Maintenance and implementation of the Airport 5-year ACIP including airport infrastructures, facility plans, storm water management plans, utilities plans, and pavement maintenance plans.
- m. Other specialized services as required.

D. Environmental Services:

- a. Comprehensive consulting and compliance services consistent with all federal, state and local environmental regulations, including, but not limited to:
 - i. Investigation, rehabilitation, and management plans related to habitats of threatened and endangered flora, fauna, and species.
 - ii. Preparation of environmental assessment reports, remedial action plans, risk assessments, site investigation, rehabilitation, and mitigation efforts.
 - iii. Petroleum storage tank (underground and aboveground) and related infrastructure services.
 - iv. Environmental forensics.
 - v. Storm water pollution prevention plan (SWPPP) and spill prevention, control, and countermeasure plan (SPCC compliance including training and other activities).
 - vi. Hazardous materials management.
 - vii. Wildlife hazard management and mitigation.
 - viii. Air quality sampling and analysis.
 - ix. Analytical laboratory services.
 - x. Providing environmental training for Airport staff.
 - xi. Assisting in preparation of environmental permit applications required for both Airport development and Airport operations.
 - xii. Reviewing existing Airport environmental sustainability efforts and identifying areas for additional sustainability efforts.
 - xiii. Other environmental services as required.

E. Master Planning Services:

- a. Airport land use planning.
- b. Airport master planning.
- c. ALP maintenance and update.
- d. FAA land use compliance.
- e. Preparation of forecasts, demand/capacity analysis, and airspace analysis.

REQUESTED SCOPE OF SERVICES

- f. Developing targeted area plans that may be focused on Airport functional areas.
- g. Preparing project cost estimation and conducting financial feasibility.
- h. Conducting needs assessments, efficiency studies, long-term use analysis, programming and project definition reports.
- i. Other airport planning tasks and functions as required.

Firms may submit a proposal for one, all, or any combination of the above services.

SUBMITTAL REQUIREMENTS

V. SUBMITTAL REQUIREMENTS

Interested firms are invited to submit a SOQ for any one or all requested services listed above.

The SOQ should include detailed information about the firm's interest, qualifications, current relevant experience with planning, design, and engineering of airports and airfield improvement projects funded by FAA AIP grants and NYS grants and resumes of key personnel.

Selection criteria contained in FAA Advisory Circular 150-5100-14, as amended, will be considered as well.

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5100-14

A. Required Statement of Qualification Information

The Following information should be included in the submittals:

- Detailed information about the prospective firm's interest.
- Detailed discussion of the prospective firm's experience and qualifications relative to the requested services.
- Detail years of experience firm and any proposed teaming partners have in providing the airport services requested herein. Provide a list and brief description of no more than 5 relevant airport projects completed and associated work performed by the consultant within the last 10 years (not completed at the Airport) to include:
 - Project name;
 - Project location;
 - Contact person, title, telephone number and/or email address;
 - Date of project (year);
 - A description of project scope provided similar to the services requested herein;
 - Describe the specific level of involvement of the firm and individual team members, focusing on key personnel. Indicate issues addressed with related outcomes and how these examples relate to the proposed scope of services. Identify related cost escalations or overruns. Complete project descriptions may be included as an appendix.
- Describe proposed project manager's experience, expertise, and commitment related to other airport projects and ability to manage staff and subconsultants. Include length of time with current firm and previous relevant management experience.
- Detail team's knowledge, experience, and capabilities relevant to successful completion of projects. Describe technical experience, capability, and expertise of key personnel that will be assigned to the project. Resumes of key personnel including relevant experience shall be included as an appendix.

SUBMITTAL REQUIREMENTS

- Provide information as to planned staffing for public meetings. Describe public speaking background of responsible personnel and their experience with airport projects.
- Address availability and commitment of the project manager and key personnel relative to their involvement with other on-going or anticipated projects.
- Demonstrate an ability and commitment to undertake the proposed scope of services immediately and dedicate the necessary personnel and resources to meet the proposed schedule.
- Familiarity with the Airport or similarly situated airports.

B. Minimum Qualifications

The following minimum experience criteria has been established as a basis for qualifying the eligibility of a firm as shown below:

- Recent experience: minimum of 5 completed projects within the last 5 years (not at the Airport) in preparation of grant documents and grant close out for similar projects for airport architectural, engineering, and construction management projects.
- Recent experience minimum of 5 completed projects in the last 5 years (not at the Airport) in architectural, engineering, and construction management, bid plans, specifications, and engineer's estimate preparation, bid analysis, and bid support for airport architectural, engineering, and construction management projects.
- Recent experience: minimum of 5 completed projects within the last 5 years (not at the Airport) in construction administration and management including the preparation of grant payment requests for similar projects.
- Recent experience: minimum of 3 completed projects within the last 5 years (not at the Airport) in airport environmental experience including site assessments, investigation, rehabilitation and management plans related to habitats of threatened and endangered flora, fauna, and endangered species.
- Demonstrated quality control, checks and balances, and compliance with FAA and NYS policies, procedures and timelines.
- Recent experience in preparing annual ACIP submittals (FAA and NYS).
- Current workload and ability to meet projected schedules or deadlines.
- Evidence that the firm has made good faith efforts in meeting DBE goals (49 CFR § 26.53).

VI. SUBMITTAL FORMAT

Respondent's submittal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. Submittal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the respondent.

A. Proposal Requirements

Proposals shall contain the following items:

- Transmittal cover letter;
- Table of contents;
- Executive summary;
- Firm information:
 - Legal name of entity, entities or joint venture.
 - Contact information to include mailing address and telephone number.
 - Attach description or organizational chart of the firm's proposed management structure depicting key personnel and responsibilities, including subcontractors (if applicable). Identify the individual that will be the primary day-to-day contact including contact information and email address. Indicate the process that will be implemented to maintain interaction between project team members and Airport staff.
 - Identify all other firms (including DBE firms) on the team and their role, experience and qualifications.
 - The selected firm shall comply with 49 CFR Part 26. The selected firm may be required to submit monthly status reports to the FAA.
- Identification of assigned personnel
 - Names and specific qualifications, experience, skill set, fit, and appropriate licenses held, if applicable, of key personnel to be assigned to the project.
- Understanding of the required services
 - Detailed description of the respondent's approach to providing requested services.
- References
 - 5 references regarding the respondent's experience and performance performing similar services including the following information:
 - Organization contact name, mailing address, telephone, and email
 - Project size and description
- List of representative projects undertaken by the respondent in the last 5 years demonstrating experience.
- Additional information
 - Attach additional background information regarding qualifications and experience of firm's organization, teaming partners (if applicable), and personnel that may be useful to the County in evaluating the firm capabilities.

➤ Subcontracting

- Respondent must clearly indicate if firm is considering subcontracting portions of the engagement and identify the name of the proposed subcontracting firm(s). Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the County.

B. Inquiries of Clarifications

Inquiries or clarifications regarding this RFQ must be submitted before the Question Submittal Due Date to the following individual:

Mr. Edward Arcuri
Commissioner of Aviation
Griffiss International Airport
earcuri@oneidacountyny.gov
(315) 736-4171

EVALUATION AND SELECTION PROCESS

VII. EVALUATION AND SELECTION PROCESS

A. Evaluation Criteria

Only those submittals received on time and in proper form will be accepted. Fully competent respondents with the necessary experience, organization and financial capacity to fulfill the requirements of this RFQ and possessing the necessary certificates and licenses will be considered.

After receipt of the submittals, the County will rank the eligibility of each submittal to be considered. The following criteria outlines the evaluation criteria for consultant selection.

- Conformance with FAA AC 150/5100-14, as amended, will be considered.
- Experience and capability of the respondent including, but not limited to, the following:
 - Understanding of the tasks to be performed;
 - Quality of projects previously undertaken and proven capability to complete projects without having major cost escalations or overruns;
 - Ability to furnish qualified inspectors for construction inspection, if applicable;
 - Qualifications of the project manager, senior staff, and key personnel;
 - Familiarity with and proximity to the Airport;
 - Location of office where work will be performed and/or capability of a branch office (if applicable) to perform independently of corporate office, or conversely, its capability to obtain necessary support from the corporate office;
 - Ability to attend meetings (project, staff, public, legislative, etc.);
 - Experience with airport construction projects (i.e. award amount, engineer's estimate, final construction costs, initial and final construction period, etc.);
 - Process used for design and construction projects;
 - Familiarity/experience with NYS specific legal requirements;
 - Experience working in environmentally sensitive areas;
 - Understanding the project's potential challenges;
 - Experience working with appointed and/or elected officials in a successful manner;
 - Respondent references.

EVALUATION AND SELECTION PROCESS

B. Selection Criteria

All conforming submittals will be evaluated by the County based on the following criteria (in no particular order):

Selection Criteria

Criteria	Percent
Specific qualifications, experience, skill set fit, and appropriate licenses, if applicable, of the primary staff required for the work	20%
Experience and availability of key personnel	20%
Knowledge, experience, and requirements related to FAA and NYS funded projects	20%
Project approach	15%
Past performance on similar projects	10%
DBE compliance	5%
Quality and comprehensiveness of SOQ	10%

Price Submittals – Please note that this is a request for SOQs; a detailed cost proposal is NOT being requested at this time. Final project costs will be determined through negotiations with the selected respondent(s). If project cost negotiations with the selected respondent(s) are unsuccessful, the County reserves the right to enter into negotiations with other qualified firms.

If a selection cannot be made based on qualification statements, the most qualified firms may be contacted to provide additional information. If warranted, detailed interviews will be requested.

At the conclusion of the solicitation period, the County will review each submission, and then rank the SOQs according to evaluation criteria. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

Upon determination of the highest ranked firm(s), the County will endeavor to negotiate a mutually agreeable scope of services and fee with the selected firm(s). In the event the County is unable to reach an agreement, the County will proceed, at its sole discretion, to negotiate with the next qualified firm(s) selected by the County.

Interviews – the County may, at its sole discretion, invite a shortlist of respondents to participate in an oral presentation or a panel interview. No respondent shall be entitled to or otherwise be guaranteed an interview with the County.

Award of Contract – If awarded, the contract will be awarded to the respondent(s) selected on the basis of information provided in the SOQ, the results of the County's research and investigation, and, if conducted, interviews. The County reserves the right to reject all submittals

EVALUATION AND SELECTION PROCESS

and to contract for services in the manner that most benefits the County, including awarding more than 1 contract if desired.

Final Selection – the County will select 1 or more respondents based on the recommendation of the review committee.

VIII. TERMS AND CONDITIONS

Respondents are encouraged to review this RFQ carefully and in its entirety prior to preparation of its submittal. The County reserves the right to reject any or all SOQs or to select the SOQ(s) most advantageous to the County. The County reserves the right to verify all information submitted.

A. General Terms and Conditions

Amendments to RFQ – The County reserves the right to amend the RFQ or issue a Notice of Amendment to answer questions for clarification. If issued, respondents shall indicate review of the Notice of Amendment.

No Commitment to Award – Issuance of this RFQ and receipt of submittal does not commit the County to award a contract. The County expressly reserves the right to postpone the award of contract for its own convenience, to accept or reject any or all submittals received in response to this RFQ, to negotiated with more than 1 respondent concurrently, or to cancel all or part of this RFQ.

Amendments to Submittals – No amendment, addendum or modification will be accepted after the submittal deadline. A respondents may modify or amend its SOQ only if the County receives the amendment prior to the submittal deadline.

Non-Responsive Submittals – A SOQ may be considered non-responsive if conditional, incomplete, or containing alterations of form, additions not called for, or other irregularities that may constitute a material change.

Late Submittals – The County will not be responsible for delinquent submittals and/or respondent's inability to submit before the closing date and time.

Costs Associated with Submittal – The County assumes no obligation in the solicitation of the SOQ, and all costs of responding to the solicitation shall be borne by the interested firm. The County will evaluate all pertinent information and will endeavor to select from the respondents submitting a complete SOQ. If a selection cannot be made on the basis of the SOQs, the County reserves the right to select the most qualified respondent(s) to provide additional information and, if warranted, detailed interviews.

Acceptance of Terms – Unless notated in the SOQ, respondent agrees to accept the terms and conditions of this RFQ including, but not limited to, the County's Agreement for Professional Services, which is included as Attachment 2 and the Oneida County Standard Contract Clauses, which is included as Attachment 3, (collectively, the Agreement). Respondent is directed to carefully review the Agreement and in particular, the insurance and indemnification provisions.

TERMS AND CONDITIONS

The successful respondent shall submit all required proof of insurance forms prior to the execution of the Agreement.

An executed Agreement shall not be submitted with the SOQ. The final Agreement will incorporate the negotiated scope of services after resolution of any notated areas related to Attachment 2.

B. Responsibility of Successful Consultant

Time is of the Essence – It is expected that within 30 calendar days of being notified by the County, the successful respondent shall enter into an Agreement with the County. Upon Notification to Proceed, the successful respondent shall initiate the scope of services in accordance with the executed Agreement.

C. Terms and Conditions

Binding Offer – SOQs shall remain valid for a period of 120 days following the submittal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a SOQ shall be deemed as proof that the respondent agrees to the terms and conditions of this SOQ and the Agreement.

Records and Data – All correspondence with the County, including responses to this RFQ, will become the exclusive property of the County and will become public records under the New York State Freedom of Information Law (FOIL). All documents submitted will be subject to disclosure if requested by a member of the public in conformance with all applicable legal requirements. During the selection process, until a respondent is selected, the County will not disclose submittals, except as otherwise required under applicable law.

IX. ATTACHMENTS

Attachment 1 – Airport ACIP Detail

Griffiss International Airport														Total Allocated BIL (FY 22-26)= \$1,480,000; FY 22=\$295,000; FY 23=\$292,000;				
Capital Improvement Program																		
Airports	Griffiss International Airport	State	NY	NPIAS #: 36-0119							LOC ID:	RME	Date:	7/1/2025				
Project Description/Narrative	NPI	Work Code	Federal Funds (\$1,000)						Local (\$1,000)		State funded only	Totals (\$1,000)	Environmental Type	Environmental Status	Comments			
			Entitlement	Cargo Entitlement	Discretionary	State Apportionment	Supplemental Discretionary	BIL-ABC (Allocated)	BIL-ABC (Discretionary)	State Matching Funds (\$1,000)						FPC	Other	
2025 95% Federal Funded																		
Security/Wildlife Fence Improvements Phase I & II (Design)	80	RC FE SE			\$203.78					\$5.36		\$5.36		\$214.50	Submitted	Submitted 6-26-24		
Airfield Guidance Signs & Navigational Aid Upgrades (LDP Rwy 15 PAPI, Beacons, Windcones, Taxiway Guidance Signs) CONST															App 9-2-22		\$17,250 Allocated BIL carryover from FY24	
Airfield Guidance Signs & Navigational Aid Upgrades - Reconstruct Airport Beacons	78	RC EQ VI						\$39.07		\$1.04		\$1.04		\$41.76				
Airfield Guidance Signs & Navigational Aid Upgrades - Install Instrument Approach Aid	73	ST RW VI						\$73.07		\$1.94		\$1.94		\$77.55				
Airfield Guidance Signs & Navigational Aid Upgrades - Reconstruct Airfield Guidance Signs	48	RC OT SG						\$396.69		\$10.44		\$10.44		\$417.57				
Airfield Guidance Signs & Navigational Aid Upgrades - Install Miscellaneous NAVADES	40	ST OT IN						\$56.67		\$1.49		\$1.49		\$59.65				
Reimbursable Agreement								\$13.07		\$0.36		\$0.36		\$14.39	\$610.91			
Reconfigure / Reconstruct Taxiway D, H & G Intersection (Construction)															App 7-14-22			
Reconfigure - Reconstruct Taxiways	76	RC TW IM	\$150.00		\$609.59					\$19.99		\$19.99		\$799.57				
Taxiway Lighting	76	RC TW LI			\$455.68					\$11.99		\$11.99		\$479.66				
Taxiway Signage	50	RC OT SG			\$303.72					\$7.99		\$7.99		\$319.71	\$1,598.94			
Airfield Pavement Repairs (DESIGN)	67	RS AP IM						\$122.65		\$3.23		\$3.23		\$129.16	Submitted	App 2-1-24	Grant application previously submitted 1/29/24	
ATCT Renovation, Contract Tower (Construction Phase 1)	66	SP EQ FC							\$1,298.9					\$1,298.88	Submitted	App 8-31-22	Grant application previously submitted 10/10/24	
ATCT Renovation, Contract Tower (Construction Phase 2)	66	SP BE FC							\$942.25	\$24.80		\$24.80		\$991.84	Submitted	App 8-31-22	Grant application to apply for funding submitted 7/29/24. Approved Oct 2024. Final Grant Application in progress.	
Total FY2025			\$150.00	\$0.00	\$1,572.77	\$0.00	\$0.00	\$793.01	\$2,241.13	\$88.63	\$0.00	\$88.63	\$0.00	\$4,844.17			\$218,883 Allocated BIL carryover to FY26	
2026 95% Federal Funded																		
Airfield Pavement Repairs (Construction)	67	RS AP IM	\$150.00		\$972.71					\$29.55		\$29.55		\$1,381.80	Submitted	App 2-1-24		
Apron 2 Phase II Rehabilitation (Design)	67	RE AP IM						\$247.10		\$6.50		\$6.50		\$256.10	Submitted	Completed by 6-2-25		
Send Storage Building (Design)	50	ST BD SN						\$228.97		\$5.82		\$5.82		\$232.60	Submitted	Submitted 6-21-24		
Total FY2026			\$150.00	\$0.00	\$972.71	\$0.00	\$0.00	\$468.07	\$0.00	\$41.86	\$0.00	\$41.86	\$0.00	\$1,674.50			\$67,819 Allocated BIL carryover to FY27	
2027																		
Security/Wildlife Fence Improvements Phase I (Construction)	80	RC FE SE	\$150.00		\$2,711.01					\$158.95		\$158.95		\$3,178.96	Submitted	Submitted 6-26-24		
Send Storage Building (Construction)	50	ST BD SN				\$2,310.03				\$128.34		\$128.34		\$2,566.70	Submitted	Submitted 6-21-24		
Acquire Snow Removal Equipment (SRE)															Completed	Completed by 6-1-26		
Vertiport (Design)															Completed	Completed by 6-1-26		
Total FY2027			\$150.00	\$0.00	\$2,711.01	\$2,310.03	\$0.00	\$0.00	\$0.00	\$287.29	\$0.00	\$287.29	\$0.00	\$5,745.60				
2028																		
Security/Wildlife Fence Improvements Phase II (Construction)	80	RC FE SE				\$1,014.75				\$56.38		\$56.38		\$1,127.50	Submitted	Submitted 6-26-24		
Apron 2 Phase II Rehabilitation (Construction)	67	RE AP IM	\$150.00		\$3,610.65					\$208.93		\$208.93		\$4,176.50	Submitted	Completed by 6-2-25		
Total FY2028			\$150.00	\$0.00	\$4,625.40	\$0.00	\$0.00	\$0.00	\$0.00	\$265.30	\$0.00	\$265.30	\$0.00	\$5,306.00				
2029																		
Apron 3 Phase I Reconstruction (Design)	67	RC AP IM				\$158.40				\$8.80		\$8.80		\$176.00	Submitted	Completed by 6-1-28		
Vertiport (Construction)															Completed	Completed by 6-1-26		
Total FY2029			\$0.00	\$0.00	\$158.40	\$0.00	\$0.00	\$0.00	\$0.00	\$8.80	\$0.00	\$8.80	\$0.00	\$176.00				

Attachment 2 – Sample Agreement for Professional Services

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN ONEIDA COUNTY AND
[CONSULTANT]**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2025, by and between **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter “County”), and _____, a _____ organized and existing under the laws of the State of _____, with its principal place of business at _____ (hereinafter “Consultant”).

WITNESSETH

WHEREAS, the County is in need of certain professional, technical and/or specialized services of an independent contractor to perform various airport architectural, general engineering, specialized engineering, environmental and planning services at Griffiss International Airport (hereinafter “Airport”); and

WHEREAS, the County issued a Request for Qualifications (RFQ) for said services; and

WHEREAS, the Consultant has the appropriate skill, training, qualifications, and experience to provide said services to the County;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES, ACCEPTANCE, DOCUMENTATION.

A. Scope of Services.

i. The Consultant shall perform professional airport architectural, general engineering, specialized engineering, environmental and planning services at the Airport, summarized in paragraph 1(B) of this Agreement and further detailed in the entire RFQ identified as Request for Qualifications - Airport Architectural, Engineering, Environmental, and Planning Consultant Services, which is incorporated into this Agreement by this reference as fully as if written out below, along with the Consultant’s proposal submitted in response to the RFQ and dated _____, which is further incorporated into this Agreement by this reference as fully as if written out below (hereinafter “Services”).

ii. The specific capital improvement projects that the Consultant may be asked to provide Services on in the future and pursuant to the terms of this Agreement are listed in **Exhibit A**, the Airport Capital Improvement Plan (ACIP).

iii. If any provision incorporated by reference from the RFQ conflicts with any provision of the Consultant's proposal, the provision(s) of the RFQ shall control. If any provision of the Consultant's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Agreement, this Agreement shall control.

iv. The Consultant shall act under the authority and approval of the Commissioner of Aviation to provide the Services required by this Agreement.

B. The Consultant shall render services as the County's professional airport architectural, general engineering, specialized engineering, environmental and planning Consultant as needed by the County. The Consultant shall provide professional airport architectural, general engineering, specialized engineering, environmental and planning services for a full range of aviation needs at the Airport, including, but not limited to:

i. Architectural Services:

a. Preliminary Phase – defining scope of the project and establishing preliminary requirements.

b. Design Phase – complete project design including preparation of architectural reports and recommendations as well as preparing detailed plans, specifications, cost estimates, and project schedules (design and construction).

c. Bidding and Negotiation Phase – advertising and securing bids, attending pre-bid conferences, analyzing bid results, negotiating for services, furnishing recommendations for award, and preparation of contract documents.

d. Construction Phase – consultation and guidance during construction.

e. Project Closeout Phase – services rendered after the completion of a project including making final inspections and project acceptance.

f. Other architectural services as required.

ii. General Engineering Services:

a. Airport related engineering design and development services.

b. Local agency interface and project permitting.

c. Comprehensive project management covering all project phases.

- d. Attendance at meetings as required to adequately perform the services.
 - e. General support for engineering related projects.
 - f. Other engineering services as required.
- iii. Specialized Engineering Services:
 - a. Project design services for both FAA/NYS grant eligible and non-grant eligible projects.
 - b. AIP grant administration.
 - c. NYS grant administration.
 - d. Airfield pavements and related infrastructure.
 - e. Maintenance and implementation of the Airport 5-year ACIP including airport infrastructures, facility plans, storm water management plans, utilities plans, and pavement maintenance plans.
 - f. Other specialized services as required.
- iv. Environmental Services:
 - a. Comprehensive consulting and compliance services consistent with all federal, state and local environmental regulations, including, but not limited to:
 - 1. Investigation, rehabilitation, and management plans related to habitats of threatened and endangered flora, fauna, and species.
 - 2. Preparation of environmental assessment reports, remedial action plans, risk assessments, site investigation, rehabilitation, and mitigation efforts.
 - 3. Petroleum storage tank (underground and aboveground) and related infrastructure services.
 - 4. Environmental forensics.
 - 5. Storm water pollution prevention plan (SWPPP) and spill prevention, control, and countermeasure plan (SPCC compliance (including training and other activities.
 - 6. Hazardous materials management.
 - 7. Wildlife hazard management and mitigation.
 - 8. Air quality sampling and analysis.
 - 9. Analytical laboratory services.
 - 10. Other environmental services as required.
- v. Planning Services:
 - a. Airport land use planning.
 - b. Airport master planning.

- c. ALP maintenance and update.
- d. FAA land use compliance.
- e. Other airport planning tasks and functions as required.

Specific projects for which the Consultant is to provide Services under this Agreement shall be explained and included in an Authorization of Services document. The Consultant may also provide some minimal on-call general planning services for the Airport as projects arise. One or more separate Authorization of Services shall be prepared for each specific project assigned to the Consultant, and when signed by the parties, the same shall become a part of this Agreement. Each Authorization of Services shall set forth, in addition to the Services to be performed in connection with that project, the time limits within which such Services are to be performed, and compensation to be paid to the Consultant for its services provided that the Consultant will in no case be authorized to receive an hourly rate in excess of the maximum hourly rates approved in Section 3 of this Agreement.

C. Authorization of Services. Prior to initiating any work requested under sections 1(A) and 1(B) above, the Consultant and County must execute an Authorization of Services, as specified within each of these sections. The Commissioner of Aviation shall obtain the necessary County approval of all Authorization of Services, under the terms of the Agreement.

D. Responsibility of Consultant. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all Services provided by the Consultant under this Agreement. The time spent for each task shall be recorded and submitted to the Commissioner of Aviation. The Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such material available at all reasonable times during the term of this Agreement.

E. Responsibility of the County. The County shall cooperate with the Consultant by making a diligent effort to provide available items reasonably necessary for the Consultant to be able to perform the Services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to the public and private lands; legal, accounting, and insurance information required for various projects; and necessary permits and approval of government authorities or other individuals.

F. Acceptance and Documentation.

- i. Each task must be reviewed and approved by the Commissioner of Aviation to determine acceptable completion.
- ii. The County shall provide all necessary information to the Consultant for timely completion of the tasks specified in Sections 1(A) and 1(B) above.

iii. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement are to be and remain the property of the County and are to be delivered to the Commissioner of Aviation before final payment is made to the Consultant.

2. TERM, EXTENSION AND TERMINATION OF AGREEMENT.

A. Term and Extension. The term of this Agreement shall be from January 1, 2026 through December 31, 2030. In the event that any tasks remain incomplete after the specified completion time period, continuation of this Agreement shall be subject to express written consent and appropriate amendment to this Agreement.

B. Termination.

i, Termination for Convenience. The County reserves the right to terminate this Agreement or any part of this Agreement for its sole convenience upon thirty (30) days' advance written notice. In the event of any termination, the Consultant must immediately stop all work, and must immediately cause any of its suppliers and subcontractors to cease all work. As compensation in full for Services performed to the date of termination, the Consultant shall receive a fee for the percentage of Services actually completed. This fee will be in the amount to be mutually agreed upon by the Consultant and the County, based on the agreed Scope of Work. If there is no mutual agreement, the Commissioner of Aviation will determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation will be based upon this determination.

a. The County will make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. The Consultant will not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by the Consultant's suppliers or subcontractors, which the Consultant could reasonably have avoided.

ii. Cancellation for Cause. The County may also cancel this Agreement or any part of this Agreement upon seven (7) days' advance written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this Agreement. Unsatisfactory performance as judged by the Commissioner of Aviation or failure to provide the County, upon request, with adequate assurances of future performance will all be causes allowing the County to cancel this Agreement for cause. In the event of cancellation for cause, the County will not be liable to the Consultant for any amount, and the Consultant will be liable to the County for any and all damages sustained by reason of the default which gave rise to the termination.

- a. In the event the Consultant is in violation of any Federal, State, or County law, regulation or ordinance, the County may cancel this Agreement immediately upon giving notice to the Consultant.
- b. If the County cancels this Agreement or any part of the Services, the County will notify the Consultant in writing, and upon receiving notice, the Consultant shall discontinue advancing the work and proceed to close all operations.
- c. Upon cancellation, the Consultant shall deliver to the County all drawings, special provisions, reports, and other documents, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the County. Use of incomplete data will be at the County's sole responsibility.
- d. The Consultant must appraise the work it has completed and submit its appraisal to the County for evaluation. At that time, the Consultant will be entitled to be paid for Services performed and accepted by the County before the default.
- e. If the Consultant fails to fulfill in a timely and proper manner its obligations, or if the Consultant violates any of the terms of this Agreement the County may withhold any payments to the Consultant for the purpose of setoff until the exact amount of damages due the County from the Consultant is determined by a court of competent jurisdiction.
- f. If the County improperly cancels the Agreement for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.

C. Funds Appropriation. If the County Board of Legislators does not appropriate funds to continue this Agreement and pay for charges, the County may terminate this Agreement at the end of the then current fiscal period. The County agrees to give written notice of termination to the Consultant at least thirty (30) days before the end of its then current fiscal period and will pay to the Consultant all approved charges incurred through the end of said period.

3. FEES AND COMPENSATION.

A. Compensation. All compensation for services rendered by the Consultant and/or its subcontractors shall be based upon criteria established below which related to the type of services provided and must be billed through the primary Consultant. The County shall

obtain appropriate approval for award of each task prior to issuing an Authorization for Services.

i. Hourly Rates.

The Consultant's certified hourly rate schedule is attached hereto as **Exhibit B** and incorporated herein by this reference. The Consultant shall not be paid more per hour than the approved maximum hourly rate schedule. Subcontractors shall provide the County with a certified hourly rate schedule, which the County may approve within its sole discretion, prior to rendering any services under this Agreement. The County may have third party evaluations conducted to ensure the hourly rates are consistent with industry standards. Such hourly rate schedules shall establish a certified billing rate for each employee category, which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. The County, based on submittal of expense reports and/or receipts if requested, shall reimburse eligible expenses. All eligible expenses shall be outlined and generally approved by the County beforehand and shall include on non-overhead items directly related to the Services, such as, but not limited to, purchases that will become the property of the County.

ii. Hourly Rate Increases

a. The Consultant and any subcontractors may submit revised hourly rate schedules for approval thirty (30) days prior to each anniversary date of this Agreement. Failure to do so may result in the denial of any increase requested. The Commissioner of Aviation and Board of Acquisition and Contract must approve any revised hourly rates. A requested price increase will become effective only after approval by the Commissioner of Aviation and Board of Acquisition and Contract, and will take effect on the anniversary date of this Agreement. Approved rate increases will be applied to the unit pricing in this Agreement as a percentage increase.

b. The increased rate shall be based upon mutual consent of the Consultant and the Commissioner of Aviation; however, the Commissioner of Aviation shall evaluate the Consultant's performance, services, and records documentation to determine the appropriateness of the increase requested. Third party evaluations may be conducted by the Commissioner of Aviation to ensure rate increases are consistent with industry standards.

c. Price increases will become effective only after approval by the Commissioner of Aviation and Board of Acquisition and Contract, and will be effective for at least one (1) year from the date of approval.

- d. The percentage increase in the unit pricing shall not exceed five percent (5%).

B. Payment Approval.

- i. The time spent for each task must be recorded and submitted to the Commissioner of Aviation. The Consultant must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the term of this Agreement. Monthly payments will be made to the Consultant on the basis of a progress report submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Commissioner of Aviation to determine acceptable completion.
- ii. The Commissioner of Aviation will prepare a partial payment request document for the Consultant's acceptance. However, not more than 90% of the total task price shall be paid before the County's final acceptance of all completed work. The Commissioner of Aviation reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. All charges must be approved by the Commissioner of Aviation before payment.

C. Request for Taxpayer ID Number and Certification IRS W-9 Form. Upon request, the Consultant shall provide the required IRS W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

4. GENERAL TERMS.

A. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the specified Services. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

B. Governing Law and Venue. The County and the Consultant agree that this Agreement shall be governed by the laws of the State of New York. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in a court of competent jurisdiction situate in Oneida County, New York.

C. Modifications. Any amendment, modification or variation from the terms of this Agreement must be in writing and will be effective only after approval of all parties signing the original Agreement.

D. Assignment. The Consultant shall not assign or transfer any interest in this Agreement, nor the performance of any of its duties or obligations hereunder, without

the prior express written consent of the County. Any attempt by the Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

E. Successors and Assigns. This Agreement extends to and is binding upon the Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which the Consultant merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the Consultant sells its assets.

F. Records and Audit Rights.

i. The County may audit all of the Consultant's records, calculations, and working documents pertaining to the Services at a mutually agreeable time and place.

ii. The Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the County to substantiate charges and claims related to this Agreement must be open to inspection and subject to audit and/or reproduction by County's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his subcontractors, insurance agents, and material suppliers (hereinafter "Payees") in accordance with the execution of this Agreement. The County's authorized representative must be afforded access, at reasonable times and places, to all of the Consultant's records and personnel in accordance with the provisions of this section throughout the term of this Agreement and for a period of three (3) years after last or final payment.

iii. The Consultant must require all Payees to comply with the provisions of this section by insertion of these requirements in a written contract agreement between Consultant and Payee.

iv. If an audit in accordance with this section, discloses overcharges, of any nature, by the Consultant to the County in excess of one percent (1%) of the total Agreement billings, the actual cost of the County's audit must be reimbursed to the County by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records must be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of County's findings to the Consultant.

G. Attorney's Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable

attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not such action is prosecuted to judgment.

H. Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

I. Conflict of Interest. The Consultant warrants that it is not employed or retained by any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to cancel this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

J. Notices. All notices or demands required to be given in accordance with the terms of this Agreement must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this section.

For the County:

For the Consultant

Oneida County Department of Aviation
660 Hangar Road, Suite 223
Rome, New York 13441
Attn: Commissioner

[add information]

With a copy to:

Oneida County Law Department
800 Park Avenue
Utica, New York 13501

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. Notice by facsimile or electronic mail is not adequate notice.

K. Force Majeure. Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

L. Advertising. No advertising or publicity concerning the County using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the County.

M. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement will be considered to possess the full force and effect of the original.

N. Captions. The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

O. Changes in Services and Tasks.

i. The County may at any time, as the need arises, order changes within the Services or within individual Tasks without invalidating this Agreement. If any changes increase or decrease the amount due under this Agreement, or in the time required for performance of the Services, an equitable adjustment will be authorized by written Change Order.

ii. The County will execute a formal Change Order based on detailed written quotations from the Consultant for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the County.

iii. Agreement Change Orders are subject to the rules and procedures of County procurement.

P. Compliance with Laws.

i. The Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it.

ii. Procurements made under the Airport Improvement Program (AIP) must comply with required Federal provisions established by various laws and statutes. Please see **Exhibit C** for the Federal provisions that apply to this Agreement.

iii. During the performance of this Agreement, the Consultant will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

Q. Ownership of Project Documents.

i. All documents, including but not limited to notes, records, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the County and must be delivered to the Commissioner of Aviation before final payment is made to the Consultant.

ii. When the task covers only the preparation of preliminary reports or documents, there will be no limitations upon the County concerning use of the ideas or recommendations in the reports or documents. The County will release the Consultant from any liability for the preparation and use of preliminary reports or documents.

R. Completeness and Accuracy. The Consultant will be responsible for the completeness and accuracy of the Services performed by the Consultant and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Consultant. Additional work or construction added to the project will not be the responsibility of the Consultant unless the need for additional work or construction was created by any error, omission, or negligent act of the Consultant. The County's acceptance of the Consultant's work will not relieve the Consultant of any of its responsibilities. The professional standard to which the Consultant is held will be that of a similar Consultant as practiced in the State of New York.

S. Alterations or Additions to the Scope of Services. The total Scope of the Services to be performed is stated in this Agreement. Any services requested outside the scope of Services are additional services. The Consultant will not perform these additional services without a written Change Order approved by the County. If the Consultant performs additional services without a Change Order, the Consultant will not receive any additional compensation.

T. Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than the County and the Consultant, and all duties and responsibilities undertaken in accordance with this Agreement will be for the sole and exclusive benefit of the County and the Consultant and not for the benefit of any other party.

5. INDEPENDENT CONTRACTOR.

A. The Consultant may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as it deems necessary to perform the Services (collectively, the “Assistants”). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Consultant shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. The Consultant shall expressly advise the Assistants of the terms of this Agreement.

B. It is expressly agreed that the relationship of the Consultant and its Assistants to the County be that of independent contractors. The Consultant’s Assistants 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 Consultant and its Assistants, in accordance with their status as independent contractors, covenant and agree that the Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County 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.

C. The Consultant 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 Consultant the County agree that the Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

D. The Consultant’s Assistants shall not be eligible for compensation from the County due to illness, vacation, attendance at school or special training or a professional convention or meeting.

E. The Consultant acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

F. The Consultant shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to it or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to its form of business organization, and with respect to the Assistants, including payroll deductions, workers’ compensation insurance, and provision of health insurance where required. The County shall not 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).

G. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

H. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's independent contractor status, it is agreed that both the County and the Consultant 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.

I. The Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

6. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall indemnify, hold harmless, release and defend the County (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including allegations, actions, demands, proceedings, suits, claims, damages, injuries, settlements, losses or costs [including legal costs, attorneys' fees, claim adjusting and handling expense]) (hereinafter, collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to the Consultant's or its Assistants' negligence, recklessness, or willful misconduct in the performance of Services, including anyone directly or indirectly employed by any of them or anyone for whom acts any of them may be liable, and any injury or damages claimed by any of the Consultant's and its Assistants' employees.

B. Insurance provisions in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

7. INSURANCE.

A. Prior to the execution of this Agreement, The Consultant shall purchase, and shall maintain throughout the term of this Agreement, insurance of the following types of

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

i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate. The annual aggregate shall apply separately to each project the Consultant performs for the County.

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

b. Oneida County, its, appointed and elected officials, its employees, and all other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.

c. Such insurance shall contain standard separation of insureds provisions.

ii. Professional Liability (Errors and Omissions) coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The annual aggregate shall apply separately to each project the Consultant performs for the County.

iii. Business Automobile Liability (BAL) coverage with a combined single limit of not less than \$2,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

a. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

iv. Commercial Umbrella coverage with limits of at least \$5,000,000.

a. Umbrella coverage shall include as additional insureds all entities that are additional insureds on the CGL.

b. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insureds.

v. Workers' Compensation and Employer's Liability. Statutory limits apply.

B. Waiver of Subrogation. The Consultant 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 CGL, Professional Liability, BAL, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance. Prior to the start of any work, the Consultant shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's policies where required. The Consultant shall provide full policy documents and any other information regarding its insurance coverages upon request by the County. The Consultant shall not perform any Services under this Agreement until the Consultant has obtained the required insurance and the same has been approved by the County. If the Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish the County any required proof that adequate insurance has been procured and is in force and paid for, the County shall have the right, at the County's election, to forthwith terminate this Agreement immediately without any financial or contractual obligation to the Consultant. As a result of such a termination, the County reserves the right to engage another consultant to perform the Services. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

D. No Representation of Coverage Adequacy. By requiring insurance, the County does not represent that coverage and limits will be adequate to protect the Consultant. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve the Consultant from, nor may it be construed or considered a waiver of the Consultant's obligation to maintain the required insurance at all times during the performance of this Agreement.

E. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for

exclusion of claims must be on or before the effective date of this Agreement, and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.

F. Policy Deductibles and/or Self-Insured Retentions. The policy requirements may provide coverage which contain deductibles or self-insured retention amounts. These deductibles or self-insured retention must not be applicable with respect to the policy limits provided to the County. The Consultant is solely responsible for any deductible or self-insured retention amount required by its policies. The County, at its option, may require the Consultant to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

G. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant must execute a written agreement with the subcontractor containing the same indemnification clause and insurance requirements as stated in this Agreement protecting the County and the Consultant. The Consultant is responsible for executing the agreement with the subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. The Consultant is further responsible for verifying and ensuring there is no limitation on the County's, or any other party required by the County's, rights and coverage as additional insureds on the subcontractor's policies. The Consultant shall fully indemnify and hold harmless the County for any loss of expense incurred by the County for its failure to fulfill this obligation.

8. SEVERABILITY AND AUTHORITY.

A. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Agreement will remain in full force and effect and the term or provision will be considered to be deleted.

B. Authority. Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

9. WAIVER. The Consultant agrees that waiver by the County of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

ATTACHMENTS

10. ADVICE OF COUNSEL. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

WITNESS THE EXECUTION HEREOF, on the day and year first herein above written.

COUNTY

CONSULTANT

Anthony J. Picente, Jr.
County Executive

[Name]
[Title]

Approved:

Maryangela Scalzo, County Attorney

EXHIBIT A

AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP)

Griffiss International Airport
Capital Improvement Program

Total Allocated BIL (FY 22-26) = \$1,480,000; FY 22-\$295,000; FY 23-\$292,000;

Airport:	Griffiss International Airport				State:	NY		NPIAS #: 56-0119						LOC ID:	RME	Date:	7/1/2025	
Project Description/Narrative	NPK	Work Code	Federal Funds (\$1,000)							Local (\$1,000)			Totals (\$1,000)	Environmental Type	Environmental Status	Comments		
			Entitlement	Cargo Entitlement	Discretionary	State Apportionment	Supplemental Discretionary	BIL-AG (Allocated)	BIL-AG (Discretionary)	State Matching Funds (\$1,000)	FPC	Other					State funded only	
2025 95% Federal Funded																		
Security/Wildlife Fence Improvements Phase I & II (Design)	80	RC FE SE			\$203.76					\$5.36		\$5.36		\$214.50	Complete	Submitted 6-26-24		
Airfield Guidance Signs & Navigational Aid Upgrades (LED RWY, LS PAWT, Beacon, Windsock, Taxiway Guidance Signs) CONST.															Complete	App 9-2-22	\$17,250 Allocated BIL carryover from FY24	
Airfield Guidance Signs & Navigational Aid Upgrades - Reconstruct Airport Beacon	78	RC EQ VI						\$39.07		\$1.04		\$1.04		\$41.76	Complete			
Airfield Guidance Signs & Navigational Aid Upgrades - Install Instrument Approach Aid	73	ST RW VI						\$73.67		\$1.94		\$1.94		\$77.55	Complete			
Airfield Guidance Signs & Navigational Aid Upgrades - Reconstruct Airfield Guidance Signs	48	RC OT SG						\$396.69		\$10.44		\$10.44		\$417.57	Complete			
Airfield Guidance Signs & Navigational Aid Upgrades - Install Miscellaneous NAVAIDS	40	ST OT IM						\$56.67		\$1.49		\$1.49		\$58.65	Complete			
Reimbursable Agreement								\$13.67		\$0.36		\$0.36		\$14.39	\$610.91	Complete		
Reconfigure / Reconstruct Taxiway D, H & G Intersection (Construction)															Complete	App 7-14-22		
Reconfigure - Reconstruct Taxiways	76	RC TW IM	\$150.00		\$609.59					\$19.99		\$19.99		\$799.57	Complete			
Taxiway Lighting	76	RC TW LI			\$455.68					\$11.99		\$11.99		\$479.66	Complete			
Taxiway Signage	50	RC OT SG			\$389.72					\$7.99		\$7.99		\$397.71	\$1,598.94	Complete		
Airfield Pavement Repairs (DESIGN)	67	RS AP IM						\$122.65		\$3.23		\$3.23		\$129.10	Complete	App 2-1-24	Grant application previously submitted 1/29/24	
ATCT Renovation, Contract Tower (Construction Phase 1)	66	SP EQ FC								\$1,296.9				\$1,296.88	Complete	App 8-31-22	Grant application previously submitted 10/10/24	
ATCT Renovation, Contract Tower (Construction Phase 2)	66	SP BE FC								\$942.25		\$24.88		\$991.84	Complete	App 8-31-22	Grant application to apply for funding submitted 7/29/24 - Approved Oct 2024. Final Grant Application in process	
Total FY2025			\$150.00	\$0.00	\$1,572.77	\$0.00	\$0.00	\$703.01	\$2,241.13	\$88.63	\$0.00	\$88.63	\$0.00	\$4,844.17			\$219,883 Allocated BIL carryover To FY26	
2026 95% Federal Funded																		
Airfield Pavement Repairs (Construction)	67	RS AP IM	\$150.00		\$972.71					\$20.55		\$20.55		\$1,181.80	Complete	App 2-1-24		
Agren 2 Phase II Rehabilitation (Design)	67	RE AP IM						\$247.10		\$6.50		\$6.50		\$260.10	Complete	Completed by 6-2-25		
Sand Storage Building (Design)	50	ST BD SN						\$220.97		\$5.82		\$5.82		\$232.60	Complete	Submitted 6-21-24		
Total FY2026			\$150.00	\$0.00	\$972.71	\$0.00	\$0.00	\$468.07	\$0.00	\$41.86	\$0.00	\$41.86	\$0.00	\$1,674.50			\$67,819 Allocated BIL carryover to FY27	
2027																		
Security/Wildlife Fence Improvements Phase I (Construction)	80	RC FE SE	\$150.00		\$2,711.01					\$158.95		\$158.95		\$3,178.90	Complete	Submitted 6-26-24		
Sand Storage Building (Construction)	50	ST BD SN					\$2,310.03			\$128.34		\$128.34		\$2,566.70	Complete	Submitted 6-21-24		
Acquire Snow Removal Equipment (SRE)															Complete	Completed by 6-1-26		
Vertiport (Design)															Complete	Completed by 6-1-26		
Total FY2027			\$150.00	\$0.00	\$2,711.01	\$2,310.03	\$0.00	\$0.00	\$0.00	\$287.29	\$0.00	\$287.29	\$0.00	\$5,745.60				
2028																		
Security/Wildlife Fence Improvements Phase II (Construction)	80	RC FE SE			\$1,014.75					\$56.38		\$56.38		\$1,127.50	Complete	Submitted 6-26-24		
Agren 2 Phase II Rehabilitation (Construction)	67	RE AP IM	\$150.00		\$3,610.65					\$208.93		\$208.93		\$4,176.50	Complete	Completed by 6-2-25		
Total FY2028			\$150.00	\$0.00	\$4,625.40	\$0.00	\$0.00	\$0.00	\$0.00	\$265.30	\$0.00	\$265.30	\$0.00	\$5,306.00				
2029																		
Agren 3 Phase I Reconstruction (Design)	67	RC AP IM			\$158.40					\$8.80		\$8.80		\$176.00	Complete	Completed by 6-1-28		
Vertiport (Construction)															Complete	Completed by 6-1-26		
Total FY2029			\$0.00	\$0.00	\$158.40	\$0.00	\$0.00	\$0.00	\$0.00	\$8.80	\$0.00	\$8.80	\$0.00	\$176.00				

EXHIBIT B
RATE AND FEE SCHEDULE

EXHIBIT C

**FEDERAL CONTRACT PROVISIONS
FOR PROFESSIONAL SERVICES CONTRACTS**

The following provisions, if applicable, are hereby included in and made part of the attached Agreement between Oneida County (Sponsor) and _____ (Consultant).

It is understood by the Sponsor and the Consultant that the Federal Aviation Administration (FAA) is not a party to this Agreement and will not be responsible for any project costs except as should be agreed upon by Sponsor and the FAA under a Grant Agreement for a project.

1. ACCESS TO RECORDS AND REPORTS. (Reference; 2 CFR § 200.326, 2 CFR § 200.333)

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the FAA and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

Any violation or breach of terms of this Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties to this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS PROVISIONS- GENERAL. (Reference: 49 USC § 47123)

The Consultant shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property: real property or interest therein; structures or improvements thereon.

In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property.

4. CIVIL RIGHTS - TITLE VI ASSURANCES.

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the “Consultant”) agrees as follows:

- A. **Compliance with Regulations.** The Consultant shall comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- B. **Non-discrimination.** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- D. **Information and Reports.** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
- ii. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

ATTACHMENTS

- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

5. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

ATTACHMENTS

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction,” must verify each lower tier participant of a "covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant shall accomplish this by:

- A. Checking the System for Award Management at website: <http://www.sam.gov>
- B. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror).
- C. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

6. CLEAN AIR AND WATER POLLUTION CONTROL. (Reference: 2 CFR 200 Appendix 11(G))

Consultant and subcontractors agree:

- A. That any facility to be used in the performance of this Agreement or a subcontract, or to benefit from this Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- C. That, as a condition for the award of this Agreement, the Consultant or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- D. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE).

A. Contract Assurance - The Consultant and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

B. Prompt Payment - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Consultant receives from Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

8. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE). (Reference: 29 USC§201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities, namely the U.S. Department of Labor – Wage and Hour Division.

9. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference; 49 CFR part 20, Appendix A)

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- i. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities, namely the U.S. Department of Labor – Occupational Safety and Health Administration.

11. TERMINATION OF CONTRACT. (Reference: 49 CFR § 18.36(i)(2))

- A. The Sponsor may, by written notice, terminate this Agreement in whole or in part at any time, either for the Sponsor's convenience or because of failure by the Consultant to fulfill its obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the Sponsor.
- B. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- D. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph B of this clause.
- E. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

12. TRADE RESTRICTION. (Reference: 49 CFR part 30)

The Consultant or subcontractor, by submission of an offer and/or execution of this Agreement, certifies that it:

- A.** Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B.** Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C.** Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the Sponsor cancellation of this Agreement of the subcontract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of this Agreement or any subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge

and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

13. TEXTING WHEN DRIVING. (References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Consultant shall promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Consultant shall include these policies in each third party subcontract involved on this project.

14. VETERAN'S PREFERENCE. (Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the Individuals are available and qualified to perform the work to which the employment relates.

For additional and/or updated information regarding federal contract requirements, please visit:

<https://www.faa.gov/sites/faa.gov/files/2023-05/combined-federal-contract-provisions-2023-05-24.pdf>

STANDARD ONEIDA COUNTY CONDITIONS

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

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**

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

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

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

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

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

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

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- 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

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- 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,

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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 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 s