

**County of Oneida
and
Mohawk Valley Community College**

Campus Master Plan

Request for Qualifications

RFQ No. 2025-441



November 2025



Mohawk Valley Community College

Campus Master Plan

Request for Qualifications

The County of Oneida and the Mohawk Valley Community College (MVCC) Board of Trustees solicit proposals for professional consultation services for the planning and design of two MVCC campuses in Oneida County, New York. Consultants are asked to submit proposals for professional planning and design services for the Utica and Rome campuses of MVCC. We will retain a single firm to create campus master plans that will create a framework for the unified development of our campuses. We expect that the firm we retain will provide the leadership and expertise to deliver a master planning process that will enable us to identify and implement physical design and development priorities that will in turn enable us to achieve the goal of creating exemplary mixed-use, engaging educational communities.

We expect that the master planning process will not only result in maintaining an exemplary campus image and community presence but will also greatly improve its significance in the community for the long term. With expert professional leadership we intend to create an environment that inspires excellence in teaching and motivates our students to learn. The selected firm will work with the County, the Board of Trustees, and the President, staff, and faculty of MVCC. Primary contacts for direction will be the President and the Vice President for Administrative Services.

Campus Context

Mohawk Valley Community College (MVCC) is a comprehensive, public community college serving an annual unduplicated headcount of over 7,500 students generating approximately 121,000 credit hours of instruction and over 4,000 continuing education students. The College is located in Oneida County and was the first community college in New York, initially established as the New York State Institute of Applied Arts and Sciences at Utica, New York, the College opened in October 1946. The College was one of five experimental institutions established across the State to provide post-high school technical education.

The College became associated with the State University of New York (SUNY) system in 1950. In 1953 under new legislation that allowed for the establishment of community colleges under local sponsorship Oneida County assumed sponsorship of the College and approved the construction of three buildings at the present 80-acre site which opened in 1960. As program offerings grew and diversified the College's name was changed to Mohawk Valley Community College in 1963. Today, the College offers a comprehensive array of degree and certificate programs providing transfer and professional-technical opportunities to a diverse community of learners.

Utica Campus

The Utica Campus serves as the main campus with the majority of the buildings constructed in the 1960s. The Campus has benefited from the addition of a theatre and information technology building in 2001, and the planned construction of a 62,000 square foot science and technology building will be a welcomed addition to the campus. Additionally, since 1964, MVCC has provided affordable on-campus residential housing at the Utica Campus to more than 20,000 students and now serves more than 300 residents each term with the addition of a fifth residence hall in 2006. The Utica Campus provides comprehensive student services and student life programming and supports educational programming in the areas of liberal arts and sciences transfer, business, information technology, health services (nursing, respiratory care, etc.), a number of technical trades programs, and visual arts programs.

Rome Campus

In 1954, at the request of the Air Force, the College began offering classes at Griffiss Air Force Base in Rome, New York, and later expanding its offerings in the City of Rome to serve the needs of western Oneida County. In 1973, the County Board of Legislators transferred to MVCC a building that had formerly been part of the Oneida County Hospital. In 1974, this facility became the MVCC Extension Center, which by 1980 had received designation as a branch campus by the State Education Department. The Plumley Complex was added at the Rome Campus in 1991. The Campus now consists of one building – the Plumley Complex, which was renovated and expanded in 2016 with plans for a 10,000 square foot renovation project to the basement level for a new dental clinic. The Campus provides a full range of support services, including library and learning center services, and supports about 5% of total college credit enrollment. Educational programming includes a basic transfer program in addition to career programs in business, hospitality, information technology, and nursing.

Need and Objective

MVCC is committed to its mission of promoting student success and community involvement through a commitment to excellence and a spirit of service. To continue to meet the challenge of its mission, MVCC must envision and plan for the future.

It is the objective of the County and MVCC to acquire the services of one or more professional planning organizations that both evaluate the current status of the College and project growth management strategies for the next twenty years. The expected result is one College Master Plan (Plan) with the following distinct parts:

1. Long range planning for programs, enrollments, services, distance learning and more, including placement of programs and offices to achieve maximum synergy between programs and offices.
2. Campus planning for academic facilities, land use, landscaping and related aesthetic qualities, and traffic flow (both vehicular and pedestrian)
3. Assessment and planning for repair, replacement, and upgrades of mechanical equipment and existing infrastructure.

The Plan must address strategies for planning enrollment and programming needs of the College through 2045 and beyond. It must also address flexible options for the expansion and renovation of existing campuses, uses of existing land and facilities, and consideration of additional acreage and facility needs.

The Plan is expected to use a broad-based representation consisting of Legislators, the Trustees, faculty, staff, administration, students, alumni, advisory committee members, area citizens and businesses to evaluate and accomplish the following:

- Work with College staff to secure long-term demographic, economic and social factors impacting the College; community expectations; and project enrollment and programming needs.
- Translate programming, enrollment and staffing data into facility and campus needs.
- Determine approximate square footage needs for facilities and approximate acreage needs to accommodate projected enrollment.
- Provide for phasing in campus and facility development in response to program development and enrollment shifts/growth.
- Incorporate state-of-the-art guidelines and flexibility into program development and campus renovation and construction concepts (e.g. LEEDS, sustainability).
- Incorporate emerging instructional, telecommunications and computing technologies along with the infrastructure necessary to support them.
- Provide for parking and vehicular traffic flow and volume in response to enrollment projections for each campus.
- Identify new locations for possible future campus construction to accommodate underserved population centers.
- Provide cost estimates and timelines for each proposed project or phase.
- Project reasonable strategies and phases for leveraging funds to meet the financial requirements of the Plan.

Planning Considerations

The Plan is expected to provide for the logical future development of the College and its campuses. In so doing, the following key issues are to be considered:

1. The effects of communication and instructional technology as they develop over the next 10 - 20 years and the need for flexibility in both traditional classrooms and distance education.
2. Changes in the educational programs, including areas of increasing or diminishing demand, the evaluation of current programs, and the development of new programs.
3. The role of MVCC in the region, recognizing that population and demographic shifts over the past 15 years have impacted the College and this trend is likely to continue.
4. Specific concern for MVCC's relationship with other educational entities and future opportunities to expand program offerings.
5. Significant enhancement of the landscaping and aesthetic qualities of the MVCC campuses. The campuses should be outstanding examples of attractive, environmentally responsible, yet functional public properties. The fine arts should be present beyond the classroom to students and community alike through good site and building design, landscape and other aesthetic elements.

Specifications

The expertise of one or more professional planning consultants may be appropriate for different portions of this project. It is preferred that one firm oversees all phases of the project; however, that firm may deem the best results would be gained by teaming with other experts in one or more fields designated by the desired scope of the project. Other experts will be welcomed, although the College reserves the right to approve the final selection of any consultant(s) the overseeing firm may recommend. At least two useable, practical plans will define the Master Plan in the following sequence:

PHASE 1: Long Range Plan - Engage Legislative representatives, the Board, the College and community in visioning that informs the College's future in phases of 5,10, 15 and 20 years.

- Work with College staff to review baseline studies – utilizing Self Study results, various College planning documents including the Strategic Plan, Census data and other community/regional documentation to establish internal and external planning baselines; identify trends and forecasts; and develop a long range plan containing visions and directions with suggested action steps and a potential timetable for achievement where feasible in 5 year increments extended out 20 years.

PHASE 2: Campus Concept Plan - Study facility and campus current deficiencies and future needs as they relate to long range plan findings. Develop a plan that addresses the following:

- Overall campus framework – Integrate all issues discussed and envision design directions for the future development and improvement of campuses.
- Visual character – Outline criteria and concepts that will maintain and create a sense of academic community and aesthetic attractiveness on all campuses.
- Circulation and parking – Provide convenient, safe, attractive access to and from each campus for both pedestrians and vehicles.
- Building Opportunities – Identify how growth and expansion can occur on both a large and small scale, including potential construction sites for new buildings on existing campuses, expansion and renovation of existing buildings.
- Technological infrastructure – Determine infrastructure specifications and related guidelines necessary to accommodate state-of-the-art technologies for instruction, telecommunications, computing, and multimedia technologies.
- Utilities infrastructure – Develop guidelines and plans for utilities and services that optimize efficiency, convenience and flexibility. Assure coordination with all plans.

Submittal Requirements

Consultants who anticipate including sub-consultants in their proposal must submit the information outlined in 1 - 13 below on sub-consultants as well as on themselves.

1. Completed and Signed Copies of the Certifications attached as **Attachment 1**.
2. Statement of interest pertaining to this specific project.
3. A brief history of the firm including proposed consultants.
4. Professional background on the principals and key professional members of the firm who will be directly involved in this project, including proposed sub-consultants. Indicate the percent of time each key individual and consultant will be involved.
5. Statement of availability of firm and sub-consultants to undertake the project with specific reference to personnel noted above.
6. A brief description of the process proposed to complete this project.
 - Statement of the approach to the planning process
 - Organization and assignment of professional personnel
 - Timeline for completion of each phase of project, including interim progress reports
 - Flow charts of tasks and time schedules
 - Deliverables projected

7. Name and describe the experience of the principal-in-charge for this project; briefly describe the experience of your design team; include individual resumes and relevant experience; along with the resumes and relevant experience of any specialized subconsultants proposed.
8. List of five or more client references for relevant projects with contact names, telephone numbers, and email addresses.
9. Relevant project experience for at least two clients within past five years:
 - Institution's name and location
 - Name, phone and e-mail of institutional representative
 - Dates of service
 - Project description with specifics that relate to MVCC's project
 - Nature of professional services delivered by your firm
 - Nature and magnitude of your firm's contract for services including fee
10. Statement of firm's recommended process for assuring maximum involvement, and engagement in planning from the MVCC Board of Trustees, faculty and other personnel, students and alumni, parents, advisory committees, citizens and businesses in the area. Include recommended processes for disseminating information initially and periodically to engender a positive environment for achieving planning goals.
11. Projected completion dates for each phase envisioned.
12. Process for determining facility costs and proposed phasing.
13. Bill and fee structure with proposed payment schedule and payment phases related to progress, including the hourly rates for all persons to be devoted to the project and any annual escalation in rates.

Schedule Requirements

Proposals in response to this RFQ must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to dpwcapital@oneidacountyny.gov or via mail on a USB drive to:

Matthew S. Baisley, Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

Deadline for Receipt of Proposal: **2:00 PM on December 4, 2025**

Deadline for Questions Concerning this RFQ: **2:00 P.M. on November 25, 2025**

Interview and Selection: December 2025 - January 2026

Project Begins: January 2026 - February 2026

Proposal Evaluation Criteria

The critical factors that will be considered in the evaluation of proposals are as follows:

1. Experience in creating high quality College Master Plans. Demonstrated experience in successful research, planning and design, with specific experience in the community college environment.
2. Demonstrated creativity and flexibility. Proven capability to assess situations quickly, communicate effectively, and project powerful and innovative solutions. Demonstrated design excellence and creativity.
3. Demonstrated ability to engage active participation in the process. Effective involvement of multiple constituencies.
4. Technical Expertise - Documented availability of consultants and sub-consultants with specialized technical expertise in scanning and forecasting, visioning and planning, facility and campus design, traffic, parking, utilities, infrastructure design, information technologies, landscape design, and graphic design.
5. Creativity and Qualifications of Key Individuals. Demonstrated relevance in training, experience and outcomes accomplished.
6. Organization and Project Approach. Proven ability to achieve project goals through an efficient, effective process. Team composition, experience in working together, integration and clarity of team member roles, proposed interface with College personnel and other constituencies.
7. Project Cost, reasonable, clearly defined costs. Through billing and payment procedures and phases passed on progress. Guarantees provided.

On-Campus Interview

After proposal submissions are evaluated, up to three firms may be invited for on-campus interviews. A finalist will be selected following the interview process.

EVALUATION & ACCEPTANCE OF PROPOSALS

The County of Oneida and Mohawk Valley Community College reserve the rights to; reject any and all submissions; amend the RFQ and RFQ process; and to discontinue or re-open the process at any time.

NON-LIABILITY

Oneida County and Mohawk Valley Community College shall not be liable for any expenses incurred in responding to the RFQ or incurred prior to the effective date of the contract between the County, Mohawk Valley Community College, and the successful consultant.

CONTRACT CONDITIONS

Oneida County and Mohawk Valley Community College shall prepare the contract with the Consultant selected. Any further modifications/addendum to that contract following execution shall be negotiated and mutually agreed upon by all parties.

A proposed contract is annexed here as **Attachment 2** Should the proposed contract be unacceptable to the firm selected, the proposer shall identify in its proposal any alternative terms or conditions. Oneida County and Mohawk Valley Community College reserve the right to accept or reject any changes to the proposed contract, or to select another firm. **Proposers should review the draft contract carefully, including its insurance requirements.**

Attachment 1
(Required Certifications)

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

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

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

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

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

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

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

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

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

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

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

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

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

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

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

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

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

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

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

Attachment 2
(Proposed Contract)

PROFESSIONAL DESIGN SERVICES AGREEMENT

This Professional Design Services Agreement (“Agreement”), effective upon the date of its full execution (“Effective Date”), is made by and between the County of Oneida (“County”), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, Mohawk Valley Community College (the “College”), a community college with offices at 1101 Sherman Drive, Utica, New York 13501, and _____ (“Consultant”), a _____ with its principal office _____. The County, the College, and Consultant are referred to herein each as a “Party” and together as the “Parties”.

RECITALS

WHEREAS, the County and the College issued a Request for Qualifications (“RFQ”) seeking proposals from qualified consulting firms to provide a Campus Master Plan for the College and its two campuses, located in Rome and Utica, New York, and a copy of the RFQ is annexed as Attachment A; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ (the “Proposal”), and a copy of the Proposal is annexed as Attachment B; and

WHEREAS, the County and the College wish to retain the Consultant to provide a Campus Master Plan for the College and its two campuses, as more particularly described in the RFQ and the Proposal, and the Consultant wishes to provide such professional services to the County and the College.

AGREEMENT

NOW, THEREFORE, for the consideration set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. TERM

- 1.1. The term of this Agreement shall commence upon the Effective Date and shall continue for ____ () year(s).

2. THE SERVICES

- 2.1. Consultant shall develop a Master Plan for the College (the “Services”) in two phases, as follows (collectively, the “Services”).

- 2.1.1. Phase One - Long Range Plan. The Consultant shall engage County officers and legislative representatives, the College Board of Trustees, College stakeholders and the broader community in visioning that informs the College’s future in phases of 5, 10, 15 and 20 years.

- 2.1.1.1. Consultant will work with the College staff to review baseline studies - utilizing Self Study results, various College planning documents including the Strategic Plan, Census data and other community/regional documentation to establish internal and external planning baselines; identify trends and forecasts; and develop a long-range plan containing visions and directions with suggested action steps and a potential timetable for achievement where feasible in 5 year increments extended out 20 years.
 - 2.1.2. Phase Two - Campus Concept Plan. The Consultant shall study College facility and campus current deficiencies and future needs as they relate to long range plan findings. The Consultant shall develop a plan that addresses the following:
 - 2.1.2.1. Overall campus framework - Integrate all issues discussed and envision design directions for the future development and improvement of campuses.
 - 2.1.2.2. Visual character - Outline criteria and concepts that will maintain and create a sense of academic community and aesthetic attractiveness on all campuses.
 - 2.1.2.3. Circulation and parking - Provide convenient, safe, attractive access to and from each campus for both pedestrians and vehicles.
 - 2.1.2.4. Building Opportunities - Identify how growth and expansion can occur on both a large and small scale, including potential construction sites for new buildings on existing campuses, expansion and renovation of existing buildings.
 - 2.1.2.5. Technological infrastructure - Determine infrastructure specifications and related guidelines necessary to accommodate state-of-the-art technologies for instruction, telecommunications, computing, and multimedia technologies.
 - 2.1.2.6. Utilities infrastructure - Develop guidelines and plans for utilities and services that optimize efficiency, convenience and flexibility. Assure coordination with all plans.
 - 2.2. The Long Range Plan and Campus Concept Plan shall address the needs and objectives, planning considerations, and specifications set forth in the RFQ.

- 2.3. Consultant shall furnish, or may hire subconsultants to furnish, all staffing, equipment, materials, and/or supplies necessary for the performance of the Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

3. SCHEDULE

- 3.1. Consultant shall provide the Services in _____ () weeks as follows, and as more particularly described in the Proposal:

3.1.1. [insert schedule]

4. COMPENSATION

- 4.1. For Consultant providing the Services the County and College will pay Consultant an amount not-to-exceed _____ (\$_____) (the "Payment").
- 4.2. The Payment shall be made monthly on the basis of work completed and billed in accordance with the hourly rates established in the Proposal.
- 4.3. The Payment shall include all amounts for subconsultants.
- 4.4. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.
- 4.5. The County and College reserve the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement, and for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Consultant to pay its subconsultants, or (4) damage to County or College. The County or College may correct any conditions which do not meet the requirements of this Agreement and deduct the cost from the amounts due under this Agreement, and recover any remaining costs from Consultant.
- 4.6. It is understood and agreed that Consultant shall not be entitled to payment for any fees or costs incurred prior to the Effective Date or following the termination date of this Agreement.

5. EXECUTORY OR NON-APPROPRIATION CLAUSE

- 5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County and the College shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

6. PERFORMANCE OF SERVICES

- 6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.
- 6.2. Consultant's Services shall be performed, completed and submitted with reasonable care and in accordance with industry standards.
- 6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the Services agreed to be performed under this Agreement, and that the County and College rely upon the professional skills of Consultant to perform Consultant's duties.
- 6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's and College's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County or College or any educational records as defined in the Family Educational Rights and Privacy Act. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.
- 6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- 6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

- 6.8. Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind County or College, or create obligations on the part of County or College, without the prior written authorization of the County or College.
- 6.9. The Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.
- 6.10. The Consultant shall immediately notify the County and College in writing of any difficulty in complying with any of the requirements of this Agreement.

7. NON-ASSIGNMENT

- 7.1. The Consultant shall not assign, transfer, convey, or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by County and College, provided, however, that nothing herein shall prohibit Consultant from engaging subconsultants.

8. SUBCONSULTANTS

- 8.1. A subconsultant is a person who has an agreement with Consultant to perform any of the Services.
- 8.2. Consultant agrees to furnish to County and College, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services.
- 8.3. Agreements between Consultant and its subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all attachments. The Consultant shall be solely responsible and shall remain liable for the performance of the Services. Within 14 days of receipt of this information, the County and College may notify the Consultant that they: (1) have reasonable objection to any such proposed person or entity, in which case Consultant will propose a different subconsultant, or (2) require additional time for review of the proposed subconsultant, or (3) Consultant must provide additional information and that action shall be deferred until the Consultant provides further information.

9. CHANGE IN SERVICES

- 9.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County and College of the identified changes and advise County and College of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

- 10.1. The County and College designate _____ as their Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County and College wish to change their representative, Consultant will be notified in writing.
- 10.2. Consultant designates _____ as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or subconsultant shall be subject to approval by the Project Manager for County and College.

11. NOTICES

- 11.1. Any notice to County shall be sent by certified United States Mail, postage prepaid, to:
- Commissioner of Public Works
5999 Judd Road
Oriskany, New York 13424
- 11.2. Any notice to the College shall be sent by certified United States Mail, postage prepaid, to:
- President, MVCC
1101 Sherman Drive
Utica, New York 13501
- 11.3. Any notice to Consultant shall be sent by certified United States Mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

- 12.1. For the purposes of this paragraph only, the term “Independent Contractor” shall be broadly construed to include Consultant and any of its subconsultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to the County and the College shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County or College and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers’ compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County or College. The County, College, and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor’s status as an independent contractor.
- 12.2. Payments to Consultant shall be reported on IRS Form 1099, and County and College shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers’ compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County and College harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK AND INDEMNIFICATION

- 13.1. The Consultant solely assumes all risks in performing the Services.
- 13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, the College, its their officers, agents and employees (the “Indemnitees”), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) arising out of or in any way related to: (a) the risks Consultant assumes under this Section, (b) the Consultant’s or its subconsultant’s performance of the Agreement, (c) intentional or negligent acts or omissions of Consultant, its officers, subconsultants, employees, or agents, or (d) Consultant’s and/or its subconsultant’s failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of crossclaim, third-party claim, declaratory action or otherwise.

- 13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

14. INSURANCE REQUIREMENTS

- 14.1. Consultant shall purchase and maintain 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.
- 14.2. Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County and the College shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.
- 14.3. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.
- 14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County and the College shall be included as additional insureds on a primary and non-contributing basis.
- 14.5. Excess/Commercial Umbrella coverage with limits of at least Four Million Dollars (\$4,000,000) per occurrence. The County and the College shall be included as additional insureds. Excess/Commercial 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.

- 14.6. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and at least Two Million Dollars (\$2,000,000) in the aggregate.
- 14.7. Waiver of Subrogation: The Consultant waives all rights against the County and the College and their agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 14.8. The Consultant shall provide certificates evidencing the foregoing insurance coverage to the County and the College. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Consultant's policies. The certificates shall be on forms approved by County and the College shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County and College. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. The County and the College reserve the right to require the Consultant to provide insurance policies for review by the County and the College. Consultant hereby grants the County and the College a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

- 15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.
- 15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.
- 15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

- 16.1. A breach of this Agreement shall include, but not be limited to, the following:
- 16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.
 - 16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.
 - 16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.
 - 16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County and College.
 - 16.1.5. The County and College shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County and the College, then this will be cause for Agreement termination.
 - 16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.
- 16.2. If Consultant breaches this Agreement, the County and College may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, the County and College may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse the County and the College for all costs, expenses and damages incurred by the County and College in completing the Services in accordance with this Agreement.

- 16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

- 17.1. This Agreement may be terminated by the County and College immediately for cause, or at the County's and College's convenience upon ten (10) days' written notice to Consultant.
- 17.2. If this Agreement is terminated, the Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that the County and the College may condition payment of such compensation upon the Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for the County and College in connection with this Agreement. Payment by the County and the College for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

- 18.1. The Consultant grants to the County and College an exclusive license to use the Consultant's instruments of service, including specifications and drawings prepared for the project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County and College to authorize their contractors, subcontractors, sub-subcontractors, and suppliers, as well as the County's and College's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service to the County and College upon request, free of charge. All such reproductions shall be the property of the County and College, whether or not the project is completed.

19. ADDENDUM

- 19.1. Consultant shall comply with Attachment C, Standard Contract Clauses Addendum, attached hereto and hereby incorporated by reference.

20. NON-WAIVER

- 20.1. No provision of this Agreement shall be deemed to have been waived by any Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

21. CHOICE OF LAW/FORUM

- 21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.
- 21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

- 22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:
- 22.1.1. Attachment C - Standard Contract Clauses Addendum
- 22.1.2. This Agreement
- 22.1.3. Attachment A - Request for Qualifications
- 22.1.4. Attachment B - Consultant Proposal

23. SUCCESSORS AND ASSIGNS

- 23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. SEVERABILITY

- 24.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

26.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

27. AUTHORITY TO ACT/SIGN

27.1. Consultant's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

28. ADVICE OF COUNSEL

28.1. 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.

29. AMENDMENTS

29.1. This Agreement may not be amended except through a written agreement of the Parties.

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

MOHAWK VALLEY COMMUNITY COLLEGE

Randall J. VanWagoner
President

Date: _____

CONSULTANT

By: _____

Date: _____

Title: _____

APPROVED BY:

Andrew Dean, Esq.
Deputy County Attorney-Administration

Date: _____

Attachment A
(Request for Qualifications)

Attachment B
(Consultant's Proposals)

Attachment C
(Standard Contract Clauses Addendum)

STANDARD CONTRACT CLAUSES ADDENDUM

This Addendum to the Agreement, is entered into between the County, the College and the Consultant (hereafter, "Contractor").

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and

reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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