



Oneida County Department of Purchasing

800 Park Ave 6th Floor Utica, NY 13501

Phone (315) 798-5880 Fax (315) 798-4042

purchasing@ocgov.net

Anthony J. Picente Jr.
County Executive

Alfred A. Barbato
Director

Specifications for Bid Ref # 2376

**American Flags 12” x 18” for Oneida County
Veterans’ Service Agency**

Bid Deadline February 18, 2025 @ 10:30 AM

INVITATION TO BID

Sealed bids, subject to the conditions contained herein, will be received by the DIRECTOR OF PURCHASING until 10:30 A.M., local time on **Wednesday February 18, 2025** and then publicly opened and read for:

American Flags 12" x 18" for Oneida County Veterans' Service Agency
Bid Ref #2376

Specifications **MUST** be **REQUESTED** from the Oneida County Purchasing Department, Sixth Floor, 800 Park Avenue, Utica, NY 13501. This bid is also available electronically (Empire State Purchasing Group-Bid Net) by going to the County website and following the links at: <http://www.ocgov.net/> (fee for electronic retrieval is also \$10.00 and should be mailed with bid submission). Bids without fee may not be considered.

Copies of the described bid may be examined at no expense at the Oneida County Purchasing Department. Upon examination potential bidders may purchase a book as described above and bidders may not obtain books from any other source or bid will be disqualified.

Sealed bids must be returned on the form furnished. The return envelope must be clearly marked with the bid number and name on the outside lower left corner and addressed to Oneida County Purchasing, Sixth Floor Bids Department, 800 Park Avenue, Utica, NY 13501. The County reserves the right to reject any or all bids received.

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

Dated: February 5, 2026

Alfred A Barbato
Director of Purchasing

***** PLEASE MAKE CHECKS PAYABLE TO: COUNTY OF ONEIDA *****

GENERAL INSTRUCTION TO BIDDERS

1. Sealed bids will be received by the Oneida County Director of Purchasing at his office in the Purchasing Department, Oneida County Office Building, 800 Park Avenue, Utica, N.Y., in accordance with the published invitation for bids.
2. The sealed bids, subject to the conditions contained herein, will then be publicly opened and read aloud. All bidding must be on the forms furnished and returned in the envelope provided by the Director of Purchasing.
3. All delivery charges must be included in the bid price.
4. No combination bid on any units will be accepted and each unit must be bid separately. Quantities shown on the Bidding Sheet are approximate only. The contract shall be for the quantities actually ordered during the contract period.
5. Any material delivered by a bidder, which is not in accordance with specifications or is otherwise unsatisfactory, in the opinion of the department, may be retained and, if necessary, used until it is replaced with satisfactory material.
6. Except for causes not in the control of the bidder, no request for postponement of the date of delivery, or completion, shall be considered. The Director of Purchasing reserves the right to postpone, and may do so as circumstances require.
7. The County is not subject to tax; the County will sign exemption certificates when required.
8. Bidders are warned that all deliveries are to be new, unused and first quality. No rejects, "seconds" or otherwise imperfect or low quality material will be acceptable.
9. If a date is stated in the specifications, all deliveries and installations shall be completed by said date.
10. The Director of Purchasing reserves the right to make such investigations as he deems necessary to determine the ability of the bidder to furnish the goods, and the bidder shall furnish to the Director of Purchasing all such information and data for this purpose as he may request, including, but not limited to, the name and address of the manufacturer of the articles quoted on. The Director of Purchasing also reserves the right to reject any bid if the evidence submitted by, or the investigation of, such bidder fails to satisfy the Director of Purchasing that such bidder is qualified to carry out the obligations of the bid or to complete the deliveries contemplated therein.
11. The Director of Purchasing reserves the right to consider informally a bid not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid as received. The Director of Purchasing also reserves the right to reject any and all bids, as in the best interests of Oneida County, without cause.
12. No bidder may withdraw his or her bid within forty-five days after the bids are opened, but may withdraw it at any time prior to the closing time for the reception of bids.
13. In submitting this bid, the bidder declares that he or she is, or they are, the only person or persons interested in said bid, that it is made without any connection with any person making another bid for the same materials, and that the bid is in all respects fair and without collusion, fraud, or mental reservation.

14. In submitting this bid, any bidder subject to the provisions of Article 18 of the General Municipal Law and/or the Ethics Law of the County of Oneida declares that he, she or they shall comply with the same.
15. The Bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract to any other person or corporation, except as provided in Section 109 of the NYS General Municipal Law.
16. No bid for materials, supplies, equipment or services may be accepted from, or contract therefor awarded to, any person who is in arrears in taxes or upon debt or contract to or with the County or who has defaulted as a surety or otherwise upon a contract or obligation to the County, or who may be otherwise disqualified under any act of the legislature not inconsistent with the Oneida County Charter or Oneida County Administrative Code.
17. The Bidder agrees to make no claim for damages for delay occasioned by an act or omission of the County of Oneida.
18. Pursuant to NYS General Municipal Law Section (103)(3) & (16), as well as Section 104, it is the intent of this Invitation To Bid that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment to the successful bidder directly. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not by Oneida County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Oneida County specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.
19. By signing and submitting a bid, the bidder acknowledges, agrees with and accepts each and every provision of these instructions, as well as each and every provision of the item specifications. The signature and submission of a bid constitutes a declaration and certification that the bidder can furnish the materials, equipment, and/or services required satisfactorily in complete compliance with the specifications.
20. The proposal must be made out in the corporate or other entity name of the bidder, and must be fully and properly executed by an authorized person.
21. Awards will be made to the lowest responsible bidder as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of materials or equipment to be furnished, their conformity with the specifications, the purpose for which required, and the terms of delivery.
22. Where pricing is described in both words and numerals, the words will govern.
23. It is understood and agreed that in questions of interpretation in the specifications, the Purchasing Director shall expressly have the right to determine the meaning and shall control the decision, and such decision shall be binding and final.

SPECIFICATIONS FOR AMERICAN FLAGS

Oneida County is seeking bids for grave marker flags.

- 1) All flags must be the flag of the United States and made in the USA.
- 2) Flag material should be 100% cotton, colorfast, both sides.
- 3) Flags are to be of a 50 star pattern.
- 4) Flags must have a wood dowel of 3/8" or 5/16 " in diameter and a length of 30" as requested.
- 5) Flags must be 12" x 18".
- 6) Flags must be fully hemmed all four sides
- 7) A minimum of 3 staples must attach flag to dowel.
- 8) A gold plastic spear should appear at the top of the flag.
- 9) You MUST ship to all locations listed and all deliveries must be completed by April 30, 2026.
- 10) Any variances to the above specifications must be listed separately.
- 11) Samples of each flag are required prior to or at the bid opening (4 each style bid).
- 12) Prices must be firm until May 30, 2026 and shipping charges are to be included in the per dozen pricing that you bid. (Shipping addresses and estimated quantities are included)
- 13) Estimate of: 3/8" Flag (1,873) 5/16" Flag (1,225)
- 14) Quantities listed are only estimates and may be higher or lower at the time of order.

TOWN/CITY	ADDRESS	Dozen 3/8	Dozen 5/16
ANNSVILLE	MEEKER O'ROURKE POST PO BOX 225 9275 MAIN STREET TABERG, NY 13471	43	
AUGUSTA	TOWN OF AUGUSTA 2470 NORTH ROAD ORISKANY FALLS, NY 13425	37	21
BOONVILLE	LOVE POST 406 AMERICAN LEGION 122-24 E. SCHUYLER ST BOONVILLE, NY 13309	126	
BRIDGEWATER	BRIDGEWATER MUNICIPAL BLDG 404 STATE STREET BRIDGEWATER NY 13313	20	
CALVERY CEMETERY ST. STANISLAW & MT. OLIVET	CALVERY CEMETERY 2407 ONEIDA STREET UTICA, NY 13501		340
CAMDEN	TOM PHELPS 3386 WALDRON ROAD CAMDEN, NY 13316	52	29
CROWN HILL MEMORIAL PARK INC	CROWN HILL MEMORIAL PARK INC 3620 STATE ROUTE 12 CLINTON, NY 13323	50	
DEERFIELD	TOWN OF DEERFIELD ATTN: TOWN CLERK 6329 WALKER ROAD DEERFIELD, NY 13502	8	
FLORENCE	TOWN OF FLORENCE 11173 TABERG FLORENCE RD. CAMDEN, NY 13316		8
FLOYD	TOWN OF FLOYD 8299 OLD FLOYD ROAD ROME, NY 13340	8	
FOREST HILL CEMETERY	FOREST HILL CEMETERY 2001 ONEIDA STREET UTICA, NY 13503		160
FORESTPORT	TOWN OF FORESTPORT 11832 MEEKERVILLE RD FORESTPORT, NY 13338 (DO NOT DELIVER TO BOONVILLE)	19	

HOLLAND PATENT	LEON R ROBERTS AMERICAN LEGION POST 161 9550 DEPOT STREET HOLLAND PATENT, NY 13354	49	87
HOLY TRINITY CEMETERY	VFW POST 6001 45 CALDER AVE YORKVILLE, NY 13495		100
KIRKLAND	KIRKLAND TOWN OFFICE 3699 STATE ROUTE 12B PO BOX 235 CLINTON, NY 13323	130	
LEE	LEE AMERICAN LGN. POST 1794 ATTN: FLAG CHAIRMAN 9025 VETERANS MEMORIAL HIGHWAY LEE CENTER, NY 13362	126	
MARCY	MARCY MUNI BLDG 8801 PAUL BECKER ROAD MARCY, NY 13403	0	
MARSHALL	MASHALL TOWN HALL 2651 ROUTE 12 B DEANSBORO, NY 13328	21	
NEW FOREST CEMETERY	NEW FOREST CEMETERY 2001 ONEIDA STREEET UTICA, NY 13503	38	
NEW HARTFORD	TOWN OF NEW HARTFORD ATTN: CHERYL JASSAK- HUNTHER 8635 CLINTON STREET NEW HARTFORD, NY 13413	45	
NEW YORK MILLS	N Y M FIRE DEPARTMENT 379 MAIN STREET NY MILLS, NY 13417	17	
ORISKANY	ORISKANY HIGHWAY GARAGE ATTN: ALEXIS ALBRIGHT 5376 VALLEY ROAD ORISKANY, NY 13424	4	
PARIS	RICHARD MOHRBACKER PO BOX 298 2311 MAIN STREET CLAYVILLE, NY 13322	56	
REMSEN	REMSEN VFW ATTN: COMMANDER PO BOX 52 10526 STEUBEN ST REMSEN, NY 13438		18

ROME	HENRY SMITH POST 24 325 ERIE BLVD WEST ROME, NY 13440	450	
SAINT AGNES CEMETERY	SAINT AGNES CEMETERY 605 ARTHUR STREET UTICA, NY 13501	5	110
SAINT JOSEPH CEMETERY	VFW POST 6001 45 CALDER AVE YORKVILLE, NY 13495	50	
SAINT MARY'S CEMETERY	CALVARY CEMETERY 2407 ONEIDA STREET UTICA, NY 13501		9
SAINT MARY'S CLAYVILLE	CALVARY CEMETERY 2407 ONEIDA STREET UTICA, NY 13501		30
SAINT PETER'S CEMETERY	CALVARY CEMETERY 2407 ONEIDA STREET UTICA, NY 13501		14
SHERRILL	SHERRILL AM. LEGION POST 168 EAST SENECA STREET SHERRILL, NY 13461		90
TEMPLE BETH EL CEMETERY-HOUSE OF ISREAL, HOUSE OF JACOB SHARIETEFILLAH-WHTB MASON ROAD CEMETARY S UTICA	TEMPLE BETH EL 1607 GENESEE STREET UTICA, NY 13502	13	
TEMPLE EMANUEL	TEMPLE EMANUEL 2710 GENESEE STREET UTICA, NY 13501	3	
VERNON	VERNON OFFICE BLDG 4305 PETERBORO STREET VERNON, NY 13476		42
VERONA	VERONA TOWN OFFICE BLDG 6600 GERMAN ROAD DURHAMVILLE, NY 13054		95
VIENNA	VIENNA TOWN HALL 2083 STATE ROUTE 49 NORTH BAY, NY 13123		72
WATERVILLE,ST BENARD,STOCKWELL TERRY TOWN SANGERFIELD CEMETARY	TOM MC NAMARA C/O FULMER POST 278 BUELL AVENUE WATERVILLE, NY 13480	54	

WESTERN	WESTERN MEM. POST 1846 ATTN: MICHAEL SHANLEY 9379 STATE ROUTE 46 WESTERVILLE, NY 13486	37	
WESTMORELAND	WESTMORELAND TOWN HALL 100 STATION ROAD WESTMORELAND, NY 13490	30	
WHITESTOWN	WHITESTOWN AMERICAN LEGION POST #1113 110 MAIN STREET WHITESBORO, NY 13492	275	
WOLANIN FUNERAL HOME	WOLANIN FUNERAL HOME 266 MAIN STREET NEW YORK MILLS, NY 13417	107	
	GRAND TOTAL	1,873 (dozen)	1,225 (dozen)

BID SHEET

Price items below, as based on pages 5-9 of the bid specifications, shipping must be included in your price per dozen:

3/8" Price Per Dozen \$ _____ (using numbers, *i.e.* \$1.00),
_____ (in words, *i.e.* "one dollar and zero cents")

5/16" Price Per Dozen \$ _____ (using numbers, *i.e.* \$1.00),
_____ (in words, *i.e.* "one dollar and zero cents")

Estimate of: 3/8" Flag (1,873 Dozen) 5/16" Flag (1,225) Dozen

Guaranteed delivery by April 30th Yes _____ or No _____

Legal Name of Person, Firm or Corporation

By _____
Signature Title

Printed _____

Principal Address of Firm _____

Phone _____ Fax _____

E-mail: _____ Website: _____

Dated _____ Federal ID or SS# _____

**Please remember that your price MUST include shipping and delivery charges. **

PUBLIC CONTRACT

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

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

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

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; 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.”

(a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the general municipal law.

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

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

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

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

(s) _____
Legal name of person, firm of Corporation

By _____
Title

Dated: _____

SIGN AND RETURN WITH BID SHEET

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

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

(s) _____
Legal name of person, firm of Corporation

Dated: _____ By _____

SIGN AND RETURN WITH BID SHEET

CONTRACTORS RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM
FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) 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 wastes and recyclables generated within the Authority's service area by performance of this contract by 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.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Printed Name of Signee

Signature

Title

Date

SIGN AND RETURN WITH BID SHEET

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/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 OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/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/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/it has ceased engagement in the investment which is in violation of the Act within 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/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/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/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Printed Name of Signee	Signature
Title	Date

SIGN AND RETURN WITH BID SHEET

PROHIBITION ON PURCHASE OF TROPICAL HARDWOOD

Pursuant to State Finance Law Section 165(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement:

Certification of the Prohibition on Purchase of Tropical Hardwoods

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

- 1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
- 2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
- 3. Where the contracting officer finds that:
 - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

Printed Name of Signee

Signature

Title

Date

SIGN AND RETURN WITH BID SHEET

STANDARD ONEIDA COUNTY CONDITIONS

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Establishing an ongoing drug-free awareness program to inform employees about:
- 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such

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

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

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

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

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for

Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

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

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