



Workforce
Development
Board

Tompkins County Workforce Development

Executive Committee

TC Workforce Development Board Conference Room
119 E. Seneca St., Suite 200, Ithaca, NY 14850

Meeting Minutes - Tuesday December 2, 2025

Present: S. Pronti, P. Levesque, B. Nugent

Excused: K. Babuka

Staff: C. Sponn, D. Achilles

Call to Order:

Mr. Pronti, Executive Committee Chair, called the meeting to order at 8:52 a.m.

Approval of Minutes - November 4, 2025

It was moved by Mr. Levesque, seconded by Mr. Pronti and unanimously adopted by voice vote of members present to approve the minutes of November 4, 2025.

Approval of Youth Employment Program (YEP) RFP

Due to the Youth Oversight Committee not meeting and needing to get the RFP out as soon as possible, Mr. Sponn requested that the Executive Committee review the RFP for the Youth Employment Program (YEP) to submit to be posted to BidNet. The YEP funding is to help reduce community gun violence and youth criminal justice involvement by providing year-round employment opportunities for youth at risk of gun violence. The RFP will need to be posted for 30 days in local newspapers and then we will move to contract with an organization to run the YEP program that end June 30, 2026.

It was moved by Mr. Levesque, seconded by Mr. Pronti and unanimously adopted by voice vote of members present to approve the Youth Employment Program (YEP) RFP.

Financial Report - October 2025

Ms. Achilles reviewed the October 2025 financials and reported that the fiscal budget is on track at 32% expenditure and revenue. Ms. Achilles reported that Staff

wage and fringe are low due to 3 position that are vacant at this time: Administrative Coordinator, Communication Specialist, and Transition Workforce Specialist. Mr. Sponn and Ms. Basilius are in the process of hiring the Transition Workforce Specialist position.

Participant wage and fringe have increased due to the Youth team serving 61 participants in the Summer Youth Employment Program, 9 that have started the Youth Employment Program and 18 in WIOA Youth Joblink work experiences. Mr. Pronti asked about the sub-contract line being at 66%. This is due to invoices not being submitted on time due to new staff learning with one of the contractors. Ms. Achilles reviewed the desk review from the state: Youth Work Experience is currently at 48.72% for PY24 and is above the requirement of 20%, Out of School expenditures are at 77.23% above required 50%, and reviewed where all WIOA allocations are at for PY24, and Workforce Development has started to expend PY25 allocations.

Work Updates:

Career Center Relocation

Mr. Sponn reported that the Career Center is in the Board office and looking to relocate to Seneca Place. New York State Department of Labor (NYSDOL) and County Administration are close to an agreement. NYSDOL needs to measure the space to make sure there is enough space for the resource room.

Mr. Sponn reported that repairs at the Career Center are not completed. Mr. Levesque inquired who will hold the lease at the new space. Ms. Nugent responded that the County will be the lease holder and hopefully all can be in place to move Career Center staff to the new location in February 2026.

NYSDOL Fiscal and Program Monitoring Schedule

Mr. Sponn reported that the new Fiscal Monitor from NYSDOL had a lot of questions this year. Ms. Achilles submitted a lot of documentation and explanation on our process of doing monthly financials.

Mr. Sponn reported that Program Monitor has requested documentation to move forward in getting started. Ms. Achilles is working with Ms. Basilius to get documents submitted prior to the entrance interview.

NYSDOL WDB Director Training Takeaways Discussion

Mr. Sponn reported that Ms. Achilles and himself attended the WIOA NYSDOL training in Albany. There was a lot of useful information that was discussed about board duties, fiscal training, and reporting. Mr. Sponn shared Tompkins WDB Board

Retreat info to other Workforce Board Directors that have not planned a board retreat in the past. Mr. Sponn inquired about committees that other Workforce Boards have and number of meetings per year. Mr. Sponn would like to visit the structure and number of meetings per year. Mr. Pronti would like Mr. Sponn to come up with a proposal regarding the structure for committees at the Tuesday, January 6, 2025 Executive meeting. Mr. Pronti wants Mr. Sponn to look at key events when planning dates for committee meetings and what Board members are on each committee.

Mr. Sponn reported that the Healthcare Career Expo was a success. There were 16 schools with 300 students and only 1 school did not attend.

Committee Updates

Youth Oversight Committee

Mr. Sponn reported that the Youth Oversight Committee canceled the November meeting. At the next meeting there will be presentation on Summer Youth Employment Program and Youth Employment Program.

One Stop Operations and Oversight Committee

Mr. Sponn reported that the One Stop Operations and Oversight Committee will be reviewing policies that need to be updated for approval.

Governance and Membership Committee

Mr. Sponn reported that the Governance and Membership Committee has not met. Mr. Pronti would like Mr. Sponn to set up 30-minute meetings with Board members to see what their interest are in being on other committees and stepping into some of the roles that will be open.

Disabilities Workforce Committee

Mr. Sponn reported that the Disabilities Workforce Committee did not meet. Mr. Starley, the Disability Resource Coordinator, is planning events to engage youth. Mr. Sponn reported that technology has been purchased and Mr. Starley has been working with equipment to be ready for customers to use.

Director's Report

Career Center Update

Mr. Sponn reported they are in the process of hiring a Transition Workforce Specialist. The position has been posted and has 50 applicants so far.

Mr. Sponn reported that Ms. Achille and Ms. Basilius had a conversation with myOneFlow at the NYATEP conference and have met with Ms. Sahhar for a demonstration. This system manages participants information and would a good data source to be able to present data to committees and the Board. The annual cost is \$10,000.00 with a start fee. Mr. Sponn would like to add to the agenda a presentation by Ms. Sahhar for the Executive Committee Tuesday, January 6, 2025, meeting.

Adjournment:

Mr. Pronti adjourned the Executive Committee Meeting at 9:37 a.m.



Tompkins Workforce Development

Fiscal Year - July 1, 2025 to June 30, 2026

October 31, 2025 Budget Report

33.33% Through Fiscal Year
or 4 of 12 months

Budget Line Items	approved by Board 06.24.25	Expenses for October 2024	Expenses for October 2025	Year to Date 2025 - 2026 Expenses	Year to Date 2025 - 2026 Balance	Year to Date % of Budget Expended
Expenditure:						
Staff Wage	801,873	79,617.54	76,137.68	235,567.80	566,305.20	29%
Staff Fringe	365,534	36,448.91	33,630.02	104,050.31	261,483.69	28%
Rent	86,916	2,647.51	2,885.64	23,320.56	63,595.44	27%
Professional Services	1,500	0.00	0.00	0.00	1,500.00	0%
Office Supplies	6,000	0.00	278.51	689.78	5,310.22	11%
Office Furnishings	6,000	0.00	0.00	1,151.65	4,848.35	19%
Software/Hardware	3,850	268.62	435.60	435.60	3,414.40	11%
Computer Equipment	14,000	0.00	0.00	0.00	14,000.00	0%
Postage	650	0.00	0.00	0.00	650.00	0%
Travel & Training	28,000	588.23	1,691.87	3,700.42	24,299.58	13%
Local Travel	10,000	122.41	263.76	1,037.96	8,962.04	10%
Phone	17,150	997.42	1,243.98	2,216.61	14,933.39	13%
Contracts - Phone Maintenance	1,600	0.00	0.00	0.00	1,600.00	0%
Membership Dues	5,100	0.00	0.00	200.00	4,900.00	4%
Sub- Contracts	331,241	74,999.59	0.00	219,347.42	111,893.58	66%
IT Services	8,500	0.00	0.00	0.00	8,500.00	0%
Subscriptions, Periodicals	1,743	0.00	0.00	0.00	1,743.00	0%
Advertising	600	0.00	0.00	0.00	600.00	0%
Meeting Expenses - Board Retreat	4,500	2,002.90	2,006.00	2,006.00	2,494.00	45%
Program Expenses	161,321	0.00	0.00	4,519.71	156,801.29	3%
Printing	14,200	29.87	0.00	170.41	14,029.59	1%
Equipment Rental - Ricoh Copier	1,500	74.37	74.68	298.72	1,201.28	20%
Program Supplies	2,600	0.00	0.00	0.00	2,600.00	0%
Office Equipment	13,175	0.00	0.00	0.00	13,175.00	0%
Participant - Wages	470,302	9,448.11	31,520.79	175,940.63	294,361.37	37%
Participant - Fringe	58,027	1,121.49	3,791.95	21,165.66	36,861.34	36%
Incentives	5,141	0.00	0.00	1,700.00	3,441.00	33%
Supportive Services	30,000	0.00	514.58	965.55	29,034.45	3%
Tuition - (ITA)	150,000	5,235.00	900.05	39,338.05	110,661.95	26%
On the Job Training - (OJT)	20,000	0.00	0.00	0.00	20,000.00	0%
Total Expenditures:	2,621,023	213,601.97	155,375.11	837,822.84	1,783,200.16	32%
	Budget approved by Board	Revenue for October 2024	Cash Order for October 2025	Year to Date 2025 - 2026 Revenue	Year to Date 2025 - 2026 Balance	Year to Date % of Budget Expended
Revenue:						
WIOA - Adult	185,458	20,771.53	1,173.47	21,522.96	163,935.04	12%
WIOA - Youth	453,000	39,404.87	43,537.13	110,303.24	342,696.76	24%
WIOA - Dislocated Worker	200,551	11,360.11	14,734.48	61,741.18	138,809.82	31%
WIOA - DW transferred to Adult	40,000	0.00	8,895.65	21,115.23	18,884.77	0%
WIOA - Administration	80,000	1,328.46	7,558.43	21,011.50	58,988.50	26%
NY-SCION/TTW, NY-SCION OMH	191,975	13,188.18	19,341.71	58,297.23	133,677.77	30%
RR Program Incentive PY24	15,000	3,392.17	0.00	0.00	15,000.00	0%
County	533,328	35,239.05	33,450.06	106,472.61	426,855.39	20%
SYEP, YEP	746,711	0.00	106,360.00	443,485.00	303,226.00	59%
WORC Grant, OJET-RETI	170,000	0.00	4,119.33	0.00	0.00	0%
Miscellaneous - Donations MADE	5,000	0.00	0.00	0.00	5,000.00	0%
Total Revenue:	2,621,023	124,684.37	239,170.26	848,068.28	1,772,954.72	32%

* All Expenditures and Revenue are recorded on a cash basis and as such records may show a shortfall or surplus.
This is not an operating expense concern.

October 2025 Cash Order \$97,699.77

10/14/2025 \$106,360.00 YEP
1st and 2nd advances



Tompkins Workforce Development - WIOA Service Provider Budget
Fiscal Year - July 1, 2025 to June 30, 2026
October 31, 2025 Budget Report

33.33% Through Fiscal Year
or 4 of 12 months

Budget Line Items	Budget approved by Board 6.24.25	Expenses for October 2024	Expenses for October 2025	Year to Date 2025 - 2026 Expenses	Year to Date 2025 - 2026 Balance	Year to Date % of Budget Expended
Expenditure:						
Staff Wage	263,765	34,263.54	25,361.37	62,906.22	200,858.78	24%
Fringe	120,237	15,685.85	11,202.09	27,785.66	92,451.34	23%
Rent/Taxes	29,942	0.00	0.00	4,116.67	25,825.33	14%
Copier Contract	599	34.28	27.25	97.33	501.67	16%
Phone Maintenance	871	0.00	0.00	0.00	871.00	0%
Office Supplies	1633	0.00	50.79	146.25	1,486.75	9%
Postage	272	0.00	0.00	0.00	272.00	0%
Travel Training	4,355	198.14	344.80	344.80	4,010.20	8%
Local Travel	3,539	36.31	112.28	136.36	3,402.64	4%
Phone & Internet	6,941	180.07	245.67	964.87	5,976.13	14%
Books, Subscription & Periodicals	735	0.00	0.00	0.00	735.00	0%
Computer Software/Hardware	191	0.00	71.15	71.15	119.85	37%
IT Services	2,722	0.00	0.00	0.00	2,722.00	0%
Printing	653	16.03	0.00	48.44	604.56	7%
Program Expenses	7,722	0.00	0.00	50.51	7,671.49	1%
Supportive Services	22,000	0.00	514.58	863.00	21,137.00	4%
Tuition	139,000	4,686.00	900.05	39,338.05	99,661.95	28%
OJT	20,000	0.00	0.00	0.00	20,000.00	0%
Participant Wages	170,000	9,065.61	23,115.51	59,470.27	110,529.73	35%
Participant Fringe	21,900	1,076.09	2,780.79	7,154.27	14,745.73	33%
Total Expenditures:	817,077	65,241.92	64,726.33	203,493.85	613,583.15	25%

WIOA Expenditures Include: Adm., Adult, DW, and Youth

TOMPKINS COUNTY
GENERAL INSTRUCTIONS and CONDITIONS

Responses submitted to any Request for Bids, Request for Proposals, or Request for Qualifications become the property of Tompkins County and are subject to Public Information Policy. Any confidential information, such as a company's financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside.

Minority Business Enterprises (MBE) and Woman Owned Business Enterprise (WBE) entities are encouraged to submit bids.

Note: The following terms are used interchangeably: Consultant, Contractor, Respondent, Responder, and Bidder. Additionally, the following terms may be used interchangeably: Contract and Agreement.

PROJECT IDENTIFICATION:

1. Title: 2025-2026 Youth Employment Program
2. Requesting Department: Tompkins County Workforce Development
3. Due Date/Time: **December 12, 2025 at 2 PM ET**

SPECIFICATIONS:

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposals.

SUBMISSION of PROPOSALS:

1. Bids and any other required documents shall be submitted online through the Tompkins County website at: <https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division> and selecting and selecting 'Open Solicitations'. This will take you to Bidnet Direct where the RFP information is posted for the public. Bidders who do not have, or cannot obtain, internet access must contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500 for further instructions.
2. Please add purchase@tompkins-co.org to your email address book to ensure timely notifications regarding the project (s) you have requested.
3. Bids shall be uploaded and responded to no later than the date and time indicated in the Project Identification section above.
4. Tompkins County reserves the right to reject any or all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

**NOTE: If you experience difficulty submitting your bid, contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500. If you do not receive a response from the Purchasing Division, you may contact the Finance Team (607) 274-5544.*

BACKGROUND

The Tompkins County Workforce Development department has administered successful state-funded youth employment programs for many years. It is anticipated that for 2025-2026 the New York State budget will include an allocation of funds for a state funded Youth Employment Program (YEP). Therefore, Tompkins County Workforce Development anticipates awarding approximately **\$80,000** in total funds. Funding is anticipated for allowable YEP expenditures made from **September 1, 2025, to June 30, 2026**.

PLEASE NOTE:

Tompkins County Workforce Development is proceeding with this request for proposals with the understanding that New York State may or may not appropriate funds for this program. Although significant changes are not anticipated, the conditions and standards applied to the potential appropriation have not been established and may impact the design and implementation of the local program. Tompkins County Workforce Development may modify or refuse to make awards based on the availability of funds.

PURPOSE OF REQUEST

To prepare for this youth employment program, Tompkins County Workforce Development is soliciting proposals for Youth Employment Programs to serve youth between the ages of 14-20 years old, living in families who receive TANF benefits or in families who are at or below 200% of the federal poverty level. Youth Employment Program supports a reduction in gun involved violence as part of the New York Gun Involved Violence Elimination (GIVE) funding. Proposals are encouraged from for-profit, not-for-profit organizations, educational entities, and local governments.

PROGRAM OBJECTIVES

- Provide youth with barriers to employment an opportunity to earn a paycheck;
- Provide youth with a supportive, first-time work experience;
- Train youth in skills that are currently needed in the labor market;
- Expose youth to careers, employers, and the world of work;
- Develop workplace etiquette and strengthen basic employment skills;
- Reinforce the relationship between academics and skills needed on the job;
- Encourage youth to earn a high school diploma; and
- Provide an entry point into the workforce development system.

REQUIRED PROGRAM PARAMETERS

Intent

The Workforce Development department is interested in supporting innovative programs that:

- support youth with exceptional barriers to employment to achieve success with youth employment;
- help youth to overcome persistent transportation problems and/or other barriers;
- link to area employers who have career pathways in local industries such as manufacturing or healthcare; and
- re-engage youth in secondary or postsecondary education.

Proposals must demonstrate how they are recruiting and supporting youth to overcome systemic and structural barriers in securing first-time employment opportunities. Youth of color, rural youth, youth with disabilities, and youth experiencing poverty frequently need creative, innovative programs to go beyond “business as usual” to promote an equitable youth experience. Successful applicants will be explicit with their plans to engage youth and overcome such barriers.

Structure

The program must consist of a combination of employment and academic enrichment with emphasis placed on youth undertaking a paid work experience. Financial literacy is a required element. Stand-alone educational/academic models will not be considered. *Field trips to amusement parks or similar events will not be reimbursable/subject to reimbursement with this funding.*

Duration

Youth shall work between 20-30 hours per week, not to exceed 35 hours per week. If youths work while school is in session, special attention must be paid to the NYS laws governing the employment of minors. Funding is available for approved activities that happen from September 1, 2025 to June 30, 2026.

Youth work readiness, career exploration, and financial literacy activities may begin prior to their work experience. If youth are being paid for these activities, providers must ensure that youth working papers are collected prior to their participation.

Pay

All youth must be paid the current New York State minimum wage that is in effect while youth participants are working. Wages are paid for work and may be paid for academic/educational activities. All federal and New York state wage and hour laws must be followed, and hours must be documented on the participant's timesheet. **Participant's lunch period must be unpaid. Stipends are not permitted, and it is expected that participants will be on the provider's payroll.**

Job Characteristics

Work experience can be in the public or private sector and may include project-based employment. Employment tasks must be consistent with the New York State minimum-age standards for employed youth under the age of 18. Youth may be placed in jobs on site or off site *with supervision*.

Budget

At least 65% of overall budget must be utilized for participant costs. Participant costs are defined as participant wage and fringe, transportation, counseling, and employer related services (such as clothing/uniforms or other supplies required by the employer), training supplies (including technology purchases for the youth), and incentive payments.

For each type of participant costs include a narrative that explains each budget line item for your budget request (For example, provide a narrative for incentive payments if you plan to use them. Your budget must be consistent with your proposed activities, and your Budget Narrative must justify your proposed expenditures).

**** If awarded a contract and the award amount is lower than what was requested, then an updated budget must be resubmitted for approval by the Youth Oversight Committee. ****

FOCUS POPULATIONS

Program participants are limited to economically disadvantaged youth ages 14-20. The Youth Employment Program (YEP) is an important platform which is intended to help reduce community gun violence and youth criminal justice involvement by providing year-round employment opportunities. Research shows that vulnerable at-risk and unemployed youth can face struggles later in life, including poverty, dependence on public assistance programs and criminal justice involvement. In addition, youth exposed to trauma and violence may suffer long-term harmful effects, including barriers to successful employment and financial stability. These funds will continue to support programs which include employment, education and/or career exploration opportunities for TANF-eligible youth. This funding is further intended to support employment programs for youth at risk of gun violence as part of a statewide gun violence reduction intervention model. If such programs are available in their district, providers must collaborate with local SNUG Street Outreach Programs, aimed at reducing and preventing community violence. SNUG, which is “guns” spelled backwards, is an evidence-based violence reduction initiative that can help providers identify at-risk youth and break the cycle of violence. Providers are also encouraged to collaborate with local law enforcement and other local organizations serving at-risk youth.

Tompkins County. Programs may serve any or all ages within the targeted age range. Participants currently residing in DJJOY residential facilities are limited to a maximum of **\$15,000** of the total participant wages.

Program operators are responsible for the marketing, recruitment, intake, and eligibility process. Contractors will be responsible for any costs associated with incorrect eligibility determinations.

Program operators will be required to demonstrate significant coordination with community partners, social service agencies, and with other program providers in the recruitment, screening, and placement of program participants. Coordination includes a common employment program application for all Tompkins County Workforce Development funded providers, joint recruitment activities, and common marketing materials. Contractors agree to identify the Tompkins County Workforce Development as the funding source of the Youth Employment Program in news releases, media programs, letterhead, webpage, brochures, flyers, program materials, etc., including use of the Tompkins Workforce Development logo.

Tompkins County Workforce Development is committed to providing employment opportunities to underserved populations. Upon review of submitted proposals and before contract signing, Tompkins County Workforce Development will negotiate final program parameters with providers including the expected fiscal allocation; number of youths served; number of minority youth served; number of foster care youth served; and any other aspects of the program design and goals.

PROGRAM ELEMENTS

Participant Orientation

The program must provide each youth participant a thorough overview of basic employment information, expectations at the employer’s work site, safety measures, time and attendance requirements, emergency contact information, and their youth employment program counselor/advisor contact information. Providers must maintain documentation that ALL youth attended an orientation to the youth employment program prior to their start date.

Supervisor Orientation

The program must provide each worksite supervisor with an orientation to program goals, time, and attendance requirements, what to do if a youth is injured on the job, supervisor expectations, and their youth employment program counselor/advisor contact information. Providers must maintain documentation that supervisors were provided an orientation to the youth employment program prior to the youth’s start date. In cases where there are multiple departments within an agency designated as a worksite then orientations must be documented and provided to each department. Agencies will be provided a worksite agreement that has the minimum requirements for contractors. If the contractor decides to use a different agreement, the agreement must incorporate the minimum requirements.

Career Exploration

An orientation to demand occupations and the local labor market must be provided, along with exposure to careers through such activities as site visits to employers, guest speakers, workshops, handouts spotlighting career fields, employer panels and job shadowing. Providers must maintain attendance documentation for all such activities. The identified career clusters are:

Agricultural	Finance	Management
Business	Food Service	Manufacturing
Childcare	Governmental	Office/Administration
Computer and Information Technology	Healthcare	Personal Care/Services
Construction	Hospitality	Retail
Customer Service	Library Sciences	Social Services
Education	Human Services	Transportation
	Maintenance	

Additional information regarding specific demand occupations in Tompkins County can be found online at: <https://www.tompkinscountyny.gov/All-Departments/Workforce-Development/Workforce-Development-Board/Workforce-Research-and-Data>.

Work Readiness

The program must also address career readiness skills, work maturity skills, professionalism, communication, and interpersonal skills. A complete list of the components of these skill areas is found in this Request for Proposals. Providers are required to conduct a pre- and post-assessment of skills. The format for the pre- and post-assessment requires approval of the Workforce Development Director – attach a copy to the submitted proposal.

Financial Literacy

The program must also address financial literacy skills, including income and expenses, setting long term goals, entrepreneurship, credit and debt management, budgeting, money management and investment. All youth must be provided with financial literacy skill training. This may be provided at orientation, during the program as a component of scheduled workshops and activities, or a combination of both to ensure that every youth receives training.

Participant Performance Evaluations

Participant performance evaluations will need to incorporate the skills found in this Request for Proposals. Participants must be evaluated by their worksite supervisor at least twice during the program period. Participants should have the opportunity to review their performance evaluation with the worksite supervisor. The format for participant evaluations requires approval of the Workforce Development Director - attach a copy to the submitted proposal.

Program Evaluation

The program must include an evaluation of the program by employers/site sponsors. At a minimum the evaluation needs to address responsiveness of staff, preparation of youth participants and suggestions for improvement. The format for employer/site sponsor evaluations requires approval of the Workforce Development Director - attach a copy to the submitted proposal.

Participant Progress Notes

Contractors must maintain participant progress notes that at a minimum detail activity that participants were part of document progress toward work readiness goals, document any issues or problems on the worksite or in activities and provide information on how the issues or problems were addressed.

Working Papers for Youth 14-18

Contractors are required to ensure that they have the correct working papers for all youth prior to the youth starting employment. Under no circumstances should a youth be placed on payroll without proper working papers. Special attention needs to be paid to ensure that for youth who turn 16 during the youth employment program that new working papers are obtained immediately upon the youth reaching the age of 16. Contractors are required to keep the original working papers of each participant on file at the agency during their employment. An additional photocopy of youth working papers should be kept at their worksite. Contractors must keep a photocopy of participant working papers in the participant file after their program participation ends to provide proof that they previously had the working papers.

Sexual Harassment Prevention

All programs must include a sexual harassment prevention policy and training pursuant to Section 201-g of the Labor Law. A contractor that does not adopt the model policy must ensure that the policy they adopt meets or exceeds the minimum standards listed by the New York State Department of Labor.

MONITORING AND REPORTING FOR PROGRAM AND FISCAL COMPLIANCE

Each program year, Tompkins County Workforce Development conducts program and fiscal management and oversight defined as reviewing, monitoring, and evaluating program and fiscal activities undertaken with funding provided by the Workforce Development department. This oversight results in the development of recommendations for improvement and identifies any findings related to program and fiscal responsibilities. Monitoring activities ensure that contractors are following Federal Regulations, State Regulations, and locally approved policies. The New York State Office of Temporary and Disability Assistance may also conduct program and/or fiscal monitoring.

Program monitoring consists of a review of customer files and records on the case, worksite visits and interviews with program participants, supervisors, and employers.

There are generally three areas for program review:

- Program Eligibility and all subsequent documentation;
- Services/Program Activity, including youth and employer satisfaction surveys; and
- Adherence to labor laws, immigration work requirements, proposals submitted, the YEP Request for Proposal and the program contract.

In addition, an annual financial review of each contractor program will be performed. This monitoring activity will include a review of all fiscal records, contractors cost allocation plan, vouchers submitted for payment, accounts payable, staff payroll, participant payroll, outstanding check lists and purchasing and procurement policies.

The Tompkins County Workforce Development staff and Board members, and Youth Oversight Committee members reserve the right to periodically visit funded programs to conduct informal program evaluations including interviews with youth being served.

Programs receiving funding through this RFP process may be required to do a brief program presentation for the Youth Oversight Committee and/or full Board during the program year. The dates of these presentations will be established during the regularly scheduled Youth Oversight Committee meetings with programs receiving prior notice of these dates.

There will be program reporting requirements that at a minimum will include:

Weekly payroll hours/payroll reporting; and Mid-Point and Final participant numbers and demographic reporting. Additional detail on reporting will be provided to contractors upon award.

PROPOSAL EVALUATION

To be reviewed, a proposal must be complete and must comply with all requirements of this RFP. A proposal may be excluded from funding consideration for any of the following reasons:

- Goals or outcomes that are not in accordance with objectives of this program;
- Did not follow RFP guidelines, i.e.: More than 30 total pages; and/or forms not completed; and/or not meeting proposal submission deadline date and time;
- Activities specifically not allowed by federal, state, or local laws;
- History of contract non-compliance or poor past or current contract performance; or
- Training site and facilities not in full compliance with the Americans with Disabilities Act (ADA).

The Youth Oversight Committee of Tompkins County Workforce Development will review and score proposals based on the criteria noted below. It is the Tompkins County Workforce Development intent to notify program operators of decisions on or before **January 14, 2026**.

SELECTION CRITERIA

Proposals meeting the minimum RFP requirements will be evaluated based on, but not limited to, the following criteria.

Proposals meeting the minimum RFP requirements will be evaluated based on, but not limited to, the following criteria.

Quality of Program Design-60 points

- Describes a robust recruitment plan
- Has a thoroughly documented and clearly articulated plan with specific methods outlined to reach program goals and meet program intent
- Offers multiple opportunities for youth skill development throughout program design
- Demonstrates a high level of engagement with community partners to provide access to resources to support youth with significant barriers to employment and/or Social Emotional Learning (SEL) needs
- Incorporates a wide variety of placement opportunities at non-profit, for-profit and private sector employers, integrated to match program goals and youth needs
- Provides youth with meaningful exposure to demand occupations through a variety of methods
- Demonstrates a comprehensive method of evaluating the program by both the worksites and program participants

Demonstrated Capability-20 points

- Record of achievement in program management and financial operations
- High level of professional and technical skill/knowledge
- History of success in serving the focus population
- Has a history of collaborating with other agencies
- Includes specific demonstrable program elements.

Cost Efficiency-20 points

- Clarity and completeness of budget detail
- Reasonableness of program cost

TIMELINE

Action Item	Date
RFP Issue	November 12, 2025
Optional Technical Assistance Office Hours	December 11, 2026
Deadline for Questions	December 5, 2026
Completed Proposal Due	December 12, 2025 2 PM
**Award Notification (anticipated)	January 14, 2026
**Program Start-Up / Contract Dates	September 1, 2025 to June 30, 2026

SUBMISSION DEADLINE:

The deadline for submission of proposals is **December 12, 2025 @ 2 PM ET**.

SPECIFICATION CLARIFICATION:

Clarification to the specifications must be submitted, via Bidnet Direct, no later than seven (7) days prior to the bid/RFP due date before 5 PM ET on **December 5, 2025**. Answers to questions will be posted on Bidnet Direct as they are available.

DISQUALIFICATION:

1. The County reserves the right to refuse to issue a Contract to a prospective vendor should such vendor be in default for any of the following reasons:
 - (a) Failure to comply with any pre-qualification regulations of the County, if such regulations were cited, or otherwise included in the specifications as a requirement for responding.
 - (b) Contractor's default under previous contracts with the County.
 - (c) Contractor's unsatisfactory work on previous contracts with the County.
2. Responses received from Contractors who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A response may be rejected if the Contractor cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or time specified. A response may be rejected if the Contractor is already obligated for the performance of other work which would delay the commencement, performance or completion of the work if the Contractor is not able to demonstrate the ability to fulfill the requirements of the proposal in a manner agreed upon by the County and the Contractor.
3. Tompkins County reserves the right to reject any proposal if the information submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4. Proposals will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

The County reserves the right to award the Contract to the Respondent who submits the proposal that proves to be in the best interest of the County. The County has the sole discretion and reserves the right to cancel this request, reject any/all responses, award in part or in whole, to waive any/all informalities and/or irregularities if it is deemed to be in the best interest of the County to do so. A notice of Contract award shall not be binding upon the County until the Contract has been fully executed by both parties.

Contract Extension:

The County agrees, under the General Municipal Law of New York State to allow all authorized users who wish to utilize any Contract awarded as a result of this solicitation to do so. However, it is understood that the extension of such Contract is at the discretion of the Respondent and the Respondent is only bound to the Contract between itself and the County.

Term of Contract:

Contract period shall be from **September 1, 2025 to June 30, 2026 with the option of (2) one-year extensions when both parties agree by written mutual consent.**

Contract Award:

The Contract award, if any, will be made by **Wednesday, January 14, 2026**. The Contract shall be awarded to the Respondent(s) who submits the proposal that proves to be in the best interest of the County.

The resulting Contract will incorporate Tompkins County Contract Terms and Conditions, this RFP, any addendum, and Bidder's response thereto, all additional agreements and stipulations, and the results of any final negotiations will constitute the final Contract. The terms and conditions as contained in the Contract for services shall take precedence over any conflicting terms.

Payment Terms:

Payment terms to be negotiated. Interest penalties to the County will not be allowed. Tompkins County is not subject to federal, state, or local taxes.

Non-Appropriation Clause:

In accordance with the New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the Respondent agrees to hold the County harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the authorization to proceed. Should it become necessary for the County to cancel a project after the order to proceed has been issued, the County will only be liable for, and the Respondent agrees, to only assess those financial damages that it can prove to have incurred as a result of the Contract termination.

Indemnification, Hold Harmless, and Insurance:

- The successful bidder shall release, waive, indemnify, hold harmless, and defend the County and its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to, losses, costs, expenses, penalties, or other damages or liability brought against the County and its officers, employees, agents and elected officials for injury, illness, or death

to any person or persons or damage to property arising out of the performance of the Agreement entered as a result of this solicitation by the successful bidder, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the County. The indemnification will survive the term of such Agreement whether it is terminated or expired. The successful bidder shall maintain the minimum limits of insurance as outlined by such Agreement in Attachment B or as required by law, whichever is greater.

- The successful Bidder will be required to procure and maintain, at its own expense, the minimum limits of insurance as described in the County's standard insurance requirements or as required by law, whichever is greater.
- No work shall be commenced under the Contract until the successful Bidder has delivered to the County proof of issuance of all policies of insurance required by the Contract. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the Contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance, shall not relieve the successful Bidder from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

Training:

If required, training shall take place during regular business hours. Training shall be provided until all County personnel involved in the Contract are adequately trained.

MWBE:

Tompkins County is committed to inclusion in our procurement processes and to support underrepresented businesses. MBEs, WBEs, and other Disadvantaged Business Enterprises (DBEs) are encouraged to complete the Business Demographic Survey (Attachment D).

Workforce Diversity and Inclusion:

Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:

Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:

- A. An organization-wide understanding and acceptance of the purpose and reasons for diversity.
- B. Recruitment and retention policies that promote and sustain a diverse workforce.
- C. A workplace environment that is welcoming and supportive of all.
- D. Awareness, understanding and education regarding diversity issues.
- E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group.
- F. A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.

All Respondents must comply with the Workforce Diversity and Inclusion terms and conditions as well as sign an Anti-discrimination certificate. Respondents are encouraged to include an outline of their diversity policy in their proposal response.

Contract Re-Assignment:

The Respondent shall not re-assign any portion of any Contract that results from this solicitation without the express written consent of the County.

Governing Law:

Any resulting Agreement and any controversies arising thereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The Bidder consents to the exclusive jurisdiction of, and venue in, the State Courts within Tompkins County, New York or the United States District Court for the Northern District of New York if Federal jurisdiction is sought. Any such Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the Bidder/Contractor.

The successful bidder is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this solicitation.

Interpretation:

In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

Remedy for Breach:

In the event of a breach by Contractor, Contractor shall pay to the County within ninety (90) days all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute Contractor. All legal and equitable claims against the County of Tompkins shall be brought in the Supreme Court of Tompkins County or United States District Court for the Northern District of New York if Federal jurisdiction is sought.

Conflict of Interest:

No officer or employee of the County shall participate in any decision relating to the Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested.

New York State Sexual Harassment Legislation:

By submitting a response to this solicitation, the Bidder hereby represents that it complies with all federal and New York state laws and regulations prohibiting sexual harassment in the workplace including, without limitation, that said Bidder has implemented a written policy compliant with New York laws and regulations addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Living Wage:

Tompkins County must consider the wage levels and benefits, particularly health care, provided by Contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.

If Contractor certifies on Tompkins County Livable Wage attestation that its employees directly providing services outlined in the Contract are NOT paid a living wage, the department contract representative may have a conversation with the Contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the Contract to the living wage threshold.

Regulatory Compliance:

The Respondent agrees to comply with all federal, state, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Respondent under this Contract, the Respondent agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the federal funds were authorized.

Further, Respondent agrees to comply with the County's Compliance Plan regarding federal and state fraud and abuse laws; the Compliance Plan can be reviewed at

https://www.tompkinscountyny.gov/files/assets/county/v/1/administration/documents/county-compliance-program/2019_compliance-program-document_final-posted.pdf,

or a copy can be obtained from Tompkins County Administration, 125 East Court Street, Ithaca, NY 14850.

In the event that New York State Labor Law Articles 8 and/or 9 are applicable under the agreement and/or scopes of work, the statute requires that contractors and subcontractors pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract and follow other requirements. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by the New York Department of Labor for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. Every contractor and subcontractor must keep and provide certified original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. These must be made available to the County at its request. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

Respondents that are providers of healthcare services must certify that the Respondent, and all employees, directors, officers, and subcontractors of the Respondent, are not "excluded individuals or entities" under federal and/or New York state statutes, rules, and regulations.

The Respondent shall promptly notify the County if any employee, director, officer of subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this Contract, at no penalty to the County, if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

By submitting a response to an RFP, you are attesting to the fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

Attachment A

CERTIFICATION

Bidders must certify that they will comply with the following requirements if funding is awarded as a result of this RFP. All awardees of funds shall:

1. Sign an Anti-discrimination Clause and comply with all Equal Opportunity Laws, including the Americans with Disabilities Act of 1990;
2. Sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters," indicating that they have not been debarred or suspended from participating in federal programs because of crimes, fraud, or other serious violations of federal laws and regulations;
3. Sign a certification regarding lobbying, indicating that no federal funds will be used to attempt to influence any federal officer, employee, or elected official;
4. Sign a certification that they provide a drug-free workplace and have a written drug-free workplace policy;
5. Sign a certification that they have and have implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees;
6. Agree to provide training without any duplication of costs;
7. Provide a copy of their most recent financial audit before Contract execution;
8. Agree to allow on-site inspections and audits of any records related to their programs.

I certify that _____ (name of bidder organization) will comply with the above requirements.

Name

Title

Signature and Date

Attachment A

Tompkins County Request for Proposal – Submission Instructions

Respondents shall submit their proposal response per the instructions below. Respondents who do not follow these guidelines may have their proposals rejected as incomplete or non-responsive.

- Respondents shall read all documents contained in this specification package and complete all sections and attachments. Failure to do so does not excuse respondent from abiding by all instructions, terms or conditions.
- Responses shall be submitted to the location and in the format indicated in the specifications no later than the date and time indicated.
- Respondents must submit their questions regarding any portion of the specifications by posting them on the Q&A tab found in the solicitation by the date provided. Answers will be provided no later than five (5) days prior to the Proposal due date.
- The County reserves the right to amend the specifications prior to the due date by written “Addenda”. It is the Respondent’s responsibility to ascertain whether any Addenda have been issued prior to submitting their proposal.
- Bids and any other required documents shall be submitted online through the Tompkins County website at: <https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division> and selecting ‘Open Solicitations’.
- Respondents shall submit **all** forms that require signatures with their proposal response.
- All responses submitted become the property of the County and are subject to the County’s Policy on Public Access to Records.
- This invitation to respond does not commit the County to award a Contract, nor shall the County be responsible for any cost or expense that may be incurred by the Respondent in preparing and submitting their response or any cost incurred prior to the execution of a Contract.

The County reserves the right to cancel the Contract without cause with a minimum of thirty (30) days written notice. Termination or cancellation of the Contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Respondent prior to the termination of the Contract.

Submission of Proposals:

1. Responses to this RFP and any other required documents shall be submitted through the Tompkins County website at: <https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division> (see instructions below).
2. Responses must be uploaded and responded to no later than the date and time indicated.
3. Tompkins County reserves the right to reject any or all bids/proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids/proposals to make the award in a manner deemed to be in the best interest of the County, and to correct any award erroneously made as the result of a clerical error on the part of the County.

Attachment A

Online Bid Submission Instructions:

Bids and any other required documents shall be submitted online through the Tompkins County website at: <https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division> and selecting 'Open Solicitations'. This will take you to Bidnet Direct where the RFP information is posted for the public. Bidders who do not have, or cannot obtain, internet access must contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500 for further instructions.

Attachment A

**COUNTY OF TOMPKINS
GENERAL CONDITIONS**

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____

BUSINESS ADDRESS: _____ EMAIL: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on their behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other Contractor, Responder or potential Bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a Responder or potential Responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause, or induce any company or person to refrain from responding to this RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, offeror, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, in consideration for my company submitting a complementary bid/proposal or agreeing to do so on this project; and have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.
7. **By submission of this proposal, I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position: _____

Print Name & Company Position: _____

Company Name: _____

Date Signed: _____

Attachment A

ANTI-DISCRIMINATION CLAUSE

During the performance of this Contract, (the Contractor) hereby agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment for any of the following: race, creed, color, ethnicity, military service, marital status, disability, sexual preference, perceived gender, national origin, or status as an ex-offender, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not be limited, to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- The Contractor will send to each labor union or representative of workers with which they have or are bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish them with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to their books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

Attachment A

ANTI-DISCRIMINATION CLAUSE continued...

- This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until they satisfy the State Commission for Human Rights that they have established and are carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded them to be heard publicly before three members of the Commission. Such sanctions may be imposed, and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting them to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

Attachment A

**COUNTY OF TOMPKINS
GENERAL CONDITIONS
BIDDER'S STATEMENT ON SEXUAL HARASSMENT**

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139—I

In accordance with State Finance Law §139-l, which generally prohibits the County from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the Bidder submits the following certification under the penalty of perjury:

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 meet or exceed the requirements of Section 201-g of the Labor Law.

_____ County, New York

Dated: _____, 20____

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this

_____ day of _____,

Notary Public

Attachment A - Tompkins County Livable Wage Policy and Attestation

Livable Wage Policy: By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by Contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service ***is not mandatory but highly encouraged.*** However, the attainment of a broadly applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

Current Living Wage: The Living Wage in Tompkins County was computed by the Ithaca and Buffalo Co-Labs of Cornell’s School of Industrial and Labor Relations. Living wage is currently \$24.82/hour for a single person without children. While the calculation is for a single person without children, there is an alternate online calculator from MIT that does provide local living wage figures for different family configurations in Tompkins County at <https://livingwage.mit.edu/counties/36109>. The rate will be re-evaluated again in 2027.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service Contractor must advise the County whether it will pay the living wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, Contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not, all employees are going to be paid the Living Wage, Contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

Contractor's Living Wage Representation

1. Approximately how many Covered Employees, including employees of any subcontractor involved in providing the service, will be involved in the provision of the contracted service? _____

2. Will all Covered Employees, including employees of any subcontractors directly involved in the provision of County services, be paid at least the living wage?

☐ Yes ☐ No

3. If the answer is "No", approximately how many covered employees will NOT be paid at the living wage?
Full-time _____ Part-time _____

Contractor Name: _____

If you answered "Yes" to the Living Wage Representation and are awarded the County Contract, you will be expected to maintain all employees directly involved in the provision of services under this Contract at or above the living wage as of the time of execution of the Contract for the duration of the Contract.

If you answered "No," your response will be among the considerations applied by the County in making its Contract award. As a part of Contract negotiations, the County may request additional information from you regarding the basis of this response.

TYPE 1-NoConstr-2026 Tompkins County Hold Harmless and Insurance Requirements

Contractor/Subcontractor shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor/Subcontractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) Workers' Compensation and New York Disability

Workers' Compensation

Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, **OR**

CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), **OR**

SI-12 - Certificate of NYS Workers' Compensation Self Insurance, **OR**

GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability - \$1,000,000

Disability Benefits Requirements

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, **OR**

DB120.1 - Certificate of Disability Benefits Insurance, **OR** DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

B.) Commercial General Liability (CGL) including, contractual, independent contractors, products/completed operations

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Expense	\$5,000

- Contractor/Subcontractor shall maintain coverage for itself and all additional insureds for the duration of the Agreement.
- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.

- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non-contributory basis.**
- If applicable, Contractor, Owner, and all other parties required of the Contractor shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) **AND** CG2037 (04/13) or CG2037 (04/13) **AND** CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

C.) Commercial Umbrella

\$1,000,000

- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non-contributory basis.**
- Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability coverages maintained by the Contractor/Subcontractor.

D.) Business Auto Coverage

Liability for Owned, Hired and Non-Owned	\$1,000,000 CSL or \$500,000 Per Person BI \$1,000,000 Per Accident BI \$250,000 PD Split Limits
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- Contractor, Owner, and all other parties required of the Contractor shall be included as insureds on the auto policy.

E.) Waiver of Subrogation

Contractor/Subcontractor waives all rights against Tompkins County and its officers, employees, agents and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or workers compensation and employers liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by New York State and have an A.M. Best's Key Rating no lower than "A – X". **Proof of liability insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. Proof of Workers' Compensation and NYS Disability shall be provide on forms as outlined in A, above.** All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with the RFP, bid, and/or signed agreement.

Attachment C

**TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN#

VENDOR IS: ☐ PRIME CONTRACTOR		☐ SUB-CONTRACTOR	
IDENTIFICATION NUMBER:		WEBSITE ADDRESS:	
VENDOR'S LEGAL BUSINESS NAME:		D/B/A – DOING BUSINESS AS: (if applicable)	
ADDRESS OF PRIMARY PLACE OF BUSINESS:		ADDRESS OF PRIMARY PLACE OF BUSINESS IN <i>NEW YORK STATE</i> (if different):	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE: NAME: TITLE: TELEPHONE: EMAIL:			
LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS:			
NAME:		TITLE:	
NAME:		TITLE:	
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ YES ☐ NO			
2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? ☐ YES ☐ NO <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i>			
b) An officer of any political party organization in Tompkins County, whether paid or unpaid? ☐ YES ☐ NO <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>			

3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. Been disqualified for cause as a Bidder on any permit, license, concession franchise or lease; 3. Entered into an agreement to a voluntary exclusion from bidding/contracting; 4. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract; 5. Been denied an award of a local, state, or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract? ☐ YES ☐ NO b) Been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conducting constituting a crime under local, state or federal including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ YES ☐ NO c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. Federal, state, or local health laws, rules or regulations. ☐ YES ☐ NO
4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied". ☐ YES ☐ NO
5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) File any returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. ☐ YES ☐ NO b) File returns or pay New York State unemployment insurance? Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability. ☐ YES ☐ NO c) Property Tax Indicate the year(s) the vendor failed to file. ☐ YES ☐ NO
6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT'S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR IT'S AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address, and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed. ☐ YES ☐ NO

7.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ YES ☐ NO
8.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency. ☐ YES ☐ NO

**TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN#

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting Tompkins County in making a determination regarding an award of Contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in Contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that they:

- Have not altered the content of the questions in the questionnaire in any manner;
- Have read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Have supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Are knowledgeable about submitting vendor's business and operations;
- Understands that Tompkins County will rely on the information supplied in the questionnaire when entering into a Contract with the vendor;
- Are under duty to notify the Tompkins County Purchasing Division of any material changes to the vendor's responses.

Name of Business:

Signature of Owner:

Printed Name of Signatory:

Title:

Address:

City, State, Zip:

Sworn before me this ____ day of _____, 20 ____ ;

Notary Public

Printed Name

Signature

Date

Attachment D

Tompkins County Business Demographic Survey

Purpose:

This survey aims to gather demographic data to ensure diversity, equity, and inclusion in our procurement processes and support MBEs, WBE's, DBEs, ACDBEs, and other underrepresented businesses.

Instructions:

Please complete this survey as accurately as possible. Your responses will help us enhance our commitment to diversity, equity, and inclusion. All information will be kept confidential and used solely to evaluate and improve our procurement practices.

Business Information:

Business Name: _____

Contact Person: _____

Email Address: _____

Phone Number: _____

Business Address: _____

Website (if applicable): _____

1. Business Classification (Select all that apply):

- ☐ Minority-Owned Business Enterprise (MBE)
- ☐ Women-Owned Business Enterprise (WBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Airport Concession Disadvantaged Business Enterprise (ACDBE)
- ☐ Veteran-Owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-Owned Business (SDVOB)
- ☐ Small Business Enterprise (SBE)
- ☐ Majority Minority Lead Business (51% or more of the business is owned by minority identified persons)
- ☐ Other (Please Specify): _____

2. Certification Status

Is your business certified as an MWBE, DBE, ACDBE, or similar certification?

- ☐ Yes
- ☐ No
- ☐ If yes, please specify the certifying agency or organization:

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3. Ownership Demographics (Please indicate the percentage of ownership by each demographic category)

Race/Ethnicity:

- ☐ African American/Black: ____%
- ☐ Hispanic/Latino: ____%
- ☐ Asian: ____%
- ☐ Native American/Alaska Native: ____%
- ☐ Native Hawaiian/Other Pacific Islander: ____%
- ☐ White: ____%
- ☐ Other (Please specify): _____%

Gender:

- ☐ Male: ____%
- ☐ Female: ____%
- ☐ Non-Binary: ____%
- ☐ Prefer not to say: ____%

Veteran Status:

- ☐ Veteran: ____%
- ☐ Non-Veteran: ____%

Disability Status:

- ☐ Disability: ____%
- ☐ Non-Disability: ____%
- ☐ Prefer not to say: ____%

4. Business Size

Number of Employees

- ☐ 1-10
- ☐ 11-50
- ☐ 51-200
- ☐ 201-500
- ☐ 501+

Annual Revenue:

- ☐ Less than \$100,000
- ☐ \$100,000 - \$500,000
- ☐ \$500,000 - \$1 Million
- ☐ \$1 Million - \$5 Million
- ☐ \$5 Million - \$10 Million
- ☐ Over \$10 Million

5. Type of Business

- ☐ Industry
- ☐ Construction
- ☐ Professional Service
- ☐ Information Technology
- ☐ Manufacturing
- ☐ Retail
- ☐ Health Services
- ☐ Other (Please specify): _____

6. Geographic Information

Is your business headquarters in New York State?

- ☐ Yes
- ☐ No
- ☐ If no, please specify the state: _____

7. Previous Experience with Tompkins County

Have you previously done business with Tompkins County?

- ☐ Yes
- ☐ No

If yes, please provide details on the type of contract or project:

8. Comments or Additional Information

Please Provide any additional information about your business that you believe is relevant to our diversity, equity, and inclusion efforts:

Thank you for completing this survey! Your responses are valuable in helping Tompkins County promote diversity, equity, and inclusion in our procurement processes.