

Tompkins County Workforce Development Board

Youth Oversight Committee

MINUTES

Wednesday, September 13, 2023

WDB Conference Room, 119 E. Seneca St, Suite 200, Ithaca

Present: K. Shanks-Booth, V. Zeppelin, S. Lester

Excused: C. Malcolm, G. Coicou

Staff: C. Sponn, D. Achilles

Guest:

Call to Order

Ms. Shanks-Booth called the meeting to order at 8:50 a.m.

Approval of Minutes - August 9, 2023

It was moved by Ms. Lester, seconded by Ms. Zeppelin, and unanimously adopted by voice vote of members present to approve the minutes of August 9, 2023.

Financial Update

Ms. Achilles reported that for July 2023 PY22 the WIOA Youth expenditures are at 75% of the total allocation compared to July 2022 PY21 which was only 54% expended for the same time period.

Ms. Achilles reported that she is looking at new ways to report to the Committee on financials to capture the information that would be beneficial to report. Ms. Achilles reported that she is currently using a report that is used to submit expenses and accruals to the State. If any Committee members would like to see anything else or different, please let her know.

Discussion

SYEP RFP 2024

Mr. Sponn discussed the 2024 SYEP RFP process. He passed out last year's RFP as this will be the foundation for the next RFP. He wanted the committee to read over the RFP and provide any suggestions if needed. At the next YOC meeting an updated version will be discussed and approved. If this is complete at the next meeting, then the

December YOC meeting will be cancelled since the committee would be ahead of schedule.

Direct to Work Recruitment Strategies

Mr. Sponn discussed the IAED Direct to Work program. He said the Board and committee are strategic partners in this initiative. The program wants to increase participants and further engage rural residents. The committee discussed strategies to increase recruitment including outreach to schools and outreach within committee member networks.

Update

SYEP Reporting

Mr. Sponn reported to the Committee that he is doing worksite monitoring visits to talk with participants and worksite supervisors to see how the program is going. Mr. Sponn has visited worksites for Ithaca Youth Bureau and the Office of Employment and Training. Mr. Sponn has visited Finger Lakes Residential Center in Lansing, Ithaca Children's Garden, Cass Park, Significant Elements, and Ithaca ReUse in Ithaca. Mr. Sponn will be continuing to visit worksites.

Mr. Sponn reported the Office of Employment and Training will have 8 youth working until the end of September. Groton library will have two youth working and Southside will have two youth working. The other remaining locations include Ithaca ReUse and the Sciencecenter.

Mr. Sponn reported IYB currently underspent in staff salaries but will be on pace for spending their allocation accordingly.

SYEP Payroll Tracker

Mr. Sponn reviewed the payroll tracker spreadsheet and reported that Ithaca Youth Bureau is 69% expended and the Office of Employment and Training is 41% expended.

Manufacturing and Healthcare Expo Fundraising Update

Mr. Sponn reported to the Committee that the Manufacturing Expo will be held at Tompkins Cortland Community College on September 27, 2023.

Mr. Sponn reported to the Committee that the Healthcare Career Expo will be held November 20, 2023, at Ithaca College and is every 2 years.

Ithaca City Schools

Mr. Sponn reported that this discussion will be put on hold until the next Youth Oversight Committee meeting when Mr. Malcolm can attend to have a discussion on ways to align resources to support Ithaca High School students.

Interim Director's Update

Tompkins Workforce Director

Mr. Sponn reported that the Director position was offered to him, and he has accepted. It will be official after the Workforce Development Board meeting Tuesday, September 26, 2023, and when the Tompkins County Legislature approves his appointment on Tuesday, October 3, 2023.

NYDOL Fiscal Audit

Mr. Sponn thanked the committee and Ms. Achilles for all their work related to the budget and audit. Mr. Sponn said the committee's questions and discussions related to fiscal reporting are always helpful. Mr. Sponn reported Tompkins County Workforce Development Board was a low-risk entity going into the audit and believes there is no reason that will change after the audit.

County Budget Update

Mr. Sponn reported that due to financial constraints with the County budget, the Communications position had to be removed from the current budget and will become an Over Target Request (OTR). The County had to do this for several departments and it only affected vacant positions. Mr. Sponn said he is working with Ms. Holmes on the OTR and will keep the committee updated on next steps.

Micron Consortium

Mr. Sponn reported that the Tompkins County Workforce Development Board is part of the Micron Consortium and that he is a member of the outreach committee. Mr. Sponn discussed the group is developing goals and strategies for engagement.

Ms. Zeppelin reported that she has also been part of committee meetings for Micron and that all the committees from the Micron Consortium are developing goals and strategies to be presented at the October Micron meeting.

Adjournment

Ms. Shanks-Booth adjourned the meeting at 9:48 a.m.

July 2023 WIOA IS/OS Youth Financial Report

Program	Description	Allocation	Monthly Cash Expenditures	Total Cash Expenditures	Current Accruals	Total Accrued Expenditures	Total Obligations
130	WIOA Youth						
	Youth-ITA-IS	4000	0.00	0.00	0.00	0.00	0.00
	Youth-ITA-OS	38000	0.00	32,553.00	837.50	33,390.50	33,390.50
	Youth-Supportive Services-IS	3000	0.00	284.00	0.00	284.00	284.00
	Youth Supportive Services-OS	3000	0.00	0.00	0.00	0.00	0.00
	YWE-IS	20000	2,354.23	18,727.21	1,262.72	19,989.93	19,989.93
	YWE-OS	56000	8,368.20	46,105.74	3,445.73	49,551.47	49,551.47
	Youth-General-IS	60000	4,668.31	46,211.03	1,658.34	47,869.37	47,869.37
	Youth-General-OS	167033.31	12,179.37	120,127.58	4,308.80	124,436.38	124,436.38
	Budget	351,033.31	27,570.11	264,008.56	11,513.09	275,521.65	275,521.65

PY22 WIOA Youth 75% Expended – Balance \$87,024.75

130	WIOA Youth						
	Youth-ITA-IS	1000	0.00	0.00	0.00	0.00	0.00
	Youth-ITA-OS	5000	0.00	0.00	0.00	0.00	0.00
	Youth-Supportive Services-IS	1600	0.00	192.00	0.00	192.00	192.00
	Youth Supportive Services-OS	5000	69.99	1,167.08	63.00	1,230.08	1,230.08
	YWE-IS	18300	6,273.29	15,458.74	1,960.30	17,419.04	17,419.04
	YWE-OS	64640	10,177.49	42,335.89	3,678.05	46,013.94	46,013.94
	Youth-General-IS	43700	5,463.52	31,764.69	2,046.27	33,810.96	33,810.96
	Youth-General-OS	177875.63	4,039.06	82,800.21	2,947.12	85,747.33	85,747.33
	Budget	317,115.63	26,023.35	173,718.61	10,694.74	184,413.35	184,413.35

PY21 WIOA Youth 54% Expended - Balance \$143,397.02

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: 2023 Summer Youth Employment Program
2. Requesting Department: Tompkins County Workforce Development Board
3. Due Date/Time: February 23, 2023 at 2 PM

PURPOSE OF REQUEST

To prepare for this summer employment program, the WDB is soliciting proposals for summer 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. Proposals are encouraged from for-profit, not-for-profit organizations, educational entities, and local governments.

PROPOSAL DOCUMENTS

Complete sets of RFP/Bid Documents must be used in preparing bids/proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

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. Required documents shall be submitted online at the following location: www.tompkinscountyny.gov/purchase (see instructions for online submission below). Respondents who do not have or cannot obtain internet access must contact the Purchasing Division, (607) 274-5500 for further submission instructions. Please add purchase@tompkinscountyny.gov to your email address book to ensure timely notifications regarding the project(s) you have requested.
2. Responses must be uploaded and responded to no later than the date and time indicated in the Project Identification section above.
3. 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.

ONLINE SUBMISSION INSTRUCTIONS:

Responses to the Request for Proposals shall be submitted online at the Tompkins County Purchasing website: www.tompkinscountyny.gov/purchase. To submit a response, vendors should take the following steps:

- Bids and any other required documents shall be submitted online through the Tompkins County website at: www.tompkinscountyny.gov/purchase and selecting 'Open Solicitations'. This will take you to BidNetDirect 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.

***NOTE: If you experience difficulty submitting a response, please contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500 immediately for assistance or further instructions. If you do not receive a response from the above provided telephone number, you may contact (607) 274-5544.**

BACKGROUND

The Tompkins County Workforce Development Board (WDB) has administered successful state-funded Summer Youth Employment Programs for many years. It is anticipated that in 2023 the New York State budget will include an allocation of funds for a state funded Summer Youth Employment Program. Therefore, the Tompkins County Workforce Development Board (WDB) anticipates awarding approximately \$350,000 in total funds, which may be split among two or more providers at the sole discretion of the Tompkins County Workforce Development Board. Funding is anticipated for allowable SYEP expenditures made from May 1, 2023 to September 30, 2023.

PLEASE NOTE:

The WDB 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. The Tompkins County Workforce Development Board may modify or refuse to make awards based on the availability of funds.

PURPOSE OF REQUEST

To prepare for this summer employment program, the WDB is soliciting proposals for summer 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. 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
- Provide an entry point into the workforce development system

REQUIRED PROGRAM PARAMETERS

Intent

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

- support youth with exceptional barriers to employment to achieve success with summer 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
- 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 summer 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 should work between 20-30 hours per week, not to exceed 35 hours per week. If youth work while school is in session, special attention must be paid to the laws governing the employment of minors. Funding is available for approved activities that happen from May 1 – September 30, 2023.

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, which beginning December 31, 2022 will be \$14.20 per hour. 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 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.

FOCUS POPULATIONS

Program participants are limited to economically disadvantaged youth ages 14-20. Participants must reside in Tompkins County. Participants from outlying counties should be referred to the SYEP Program in their county of residence. See the attached list of SYEP Program contacts for the counties contiguous to Tompkins. 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 \$10,800 of the total participant wages.

Program operators are responsible for the marketing, recruitment, intake, and eligibility process. All contractors will be required to attend training in early May 2023 (provided by the WDB) on the determination of eligibility and required documentation. 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 summer program providers in the recruitment, screening, and placement of program participants. Coordination includes a common summer employment program application for all WDB funded providers, joint recruitment activities, and common marketing materials. Contractors agree to identify the Tompkins County Workforce Development Board as the funding source of the Summer Youth Employment Program in news releases, media programs, letterhead, webpage, brochures, flyers, program materials, etc., including use of the Tompkins Workforce Development Board logo. A meeting for program providers will be convened in May 2023 to share program participants and workshops to maximize resources.

The WDB is committed to providing employment opportunities to underserved populations. Upon review of submitted proposals and before contract signing, the WDB 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 summer youth employment program counselor/advisor contact information. Providers must maintain documentation that ALL youth attended an orientation to the summer 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 summer youth employment program counselor/advisor contact information. Providers must maintain documentation that supervisors were provided an orientation to the summer 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	Healthcare	Personal Care/Services
Technology	Hospitality	Retail
Construction	Library Sciences	Social Services
Customer Service	Human Services	Transportation
Education	Maintenance	

Additional information regarding specific demand occupations in Tompkins County can be found online at: <https://www.tompkinscountyny.gov/wdb/laborinfo>

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 Board 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 financial literacy skill training. This may be provided at orientation, during the summer 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 Proposal. 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 Board Director - attach a copy to the submitted proposal. Program Evaluation
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 Board 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 summer 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, the Tompkins County WDB 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 Board. 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
- Adherence to labor laws, immigration work requirements, proposals submitted, the SYEP 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 WDB staff, WDB 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 WDB 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
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
- Training site and facilities not in full compliance with the Americans with Disabilities Act (ADA)

A committee of the Tompkins County Workforce Development Board will review and score proposals based on the criteria noted below. It is the WDB's intent to notify program operators of decisions on or before April 1, 2023; however, final contract negotiations are contingent on State approval of an allocation of funds for Summer Youth Employment.

SELECTION 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	Friday, December 16, 2022
Optional Technical Assistance Office Hours	Friday, January 20, 2023; 10 AM – 12 PM
Deadline for Questions	Thursday, February 16, 2023
Completed Proposal Due	Friday, February 23, 2023 by 2 PM
**Award Notification (anticipated)	Wednesday, March 29, 2023
**Program Start-Up and Contract Dates	May 1, 2023 – September 30, 2023

**Final contract amounts are contingent upon the New York State budget passing and the NYS Office of Temporary and Disability notifying the Workforce Development Board of the final amount awarded to Tompkins County. Unfortunately, a later award and start date is possible as is a smaller award amount. Proposals advanced to contract negotiations are not guaranteed funding at the full amount requested.

Proposal Instructions

OVERVIEW OF PROPOSAL CONTENT

Proposals submitted in response to this RFP must contain the following items, presented in the order indicated.

- I. Proposal Summary Form
- II. Program Design Narrative
- III. Program Management Narrative
- IV. Budget Form
- V. Certification Form
- VI. Additional Required Forms (Addendum)

Proposals are limited to a total of 30 pages including any forms. Submissions of more than 30 pages will not be reviewed.

Preparation Guidelines

- Proposal should be prepared using standard margins and using 12-point font. Text lines may be single-spaced. All pages in the proposal package must be numbered. Be sure that the proposed program clearly supports achievement of the goals and objectives outlined in this RFP.
- Be specific when describing the elements of the program design and delivery.
- Refer to program features that are definitive, not to those that are only possibilities.
- Include only information directly related to the program and its participants.
- Whenever possible, quantify minimum standards, hours of services, and other critical components of the program.
- Be concise and avoid extraneous references and unnecessary detail.

Proposal Format and Content Requirements

I. PROPOSAL SUMMARY FORM

Complete the one-page summary form attached to this RFP. It must appear as the first page of the proposal.

II. PROGRAM DESIGN NARRATIVE

A. Detailed Overview

1. Provide a detailed program timeline that includes staffing, intake, eligibility, outreach, orientation, and participants start and end dates
2. Describe the training activities that will be provided and the associated number of hours for each activity as well as a total number of hours of training that will be provided and include them in the timeline referenced above.
3. Describe the Financial Literacy training activity(ies) that will be provided and the associated number of hours for this training and include them in the timeline referenced above.
4. Describe the employment or work experience component of the program. Provide a description of the jobs and job sites. Indicate how new work sites will be developed and how participants will be matched with jobs. List anticipated employers involved with the program and how they will be oriented to their roles and responsibilities.

B. Recruitment and Outreach Plan

1. Describe the strategies that will be used to recruit eligible participants. Indicate what strategies will be used to encourage the participation of families in receipt of Temporary Assistance for Needy Families.
2. Describe the method for recruiting underrepresented populations.
3. Describe how you will address barriers (transportation needs, technology needs, etc.) the participants may have.

C. Staffing and Collaboration

1. List all staff positions that will work on the program and describe the program responsibilities that will be assigned to each. Indicate the percent of each person's time that will be devoted to the program, and if applicable, to each of the various responsibilities. Describe the process that will be used to select and train program staff. Include a copy of the organizational chart of the entity submitting the proposal.
2. If the program will involve linkages with other organizations, please provide evidence of effective working relationships and provide a name and contact information for the organization. Briefly describe the specific roles and responsibilities of each entity.

D. Attendance Policy

Attach a copy of the program's attendance policy, which must include consequences, system for enforcement, and assistance available to participants in addressing and resolving work related issues or problems with attendance.

E. Supportive Services

1. Describe the types of counseling or other special supportive services that will be provided by the program to help participants who develop or reveal special needs during participation (e.g., difficulties resulting from socio-economic problems, family issues, drug or alcohol abuse).
2. Indicate if supportive service referrals will be provided when needed and explain how that will be accomplished.
3. Describe how Social Emotional Learning (SEL) competencies will be incorporated into everyday practice. SEL competencies include: Self-Awareness, Self-Management, Social Awareness, Relationship Skills and Responsible Decision-Making.

F. Evaluation

1. Describe how the participant will be evaluated by the worksite and when this will occur.
2. Describe how the program will be evaluated by the agency/businesses that are worksite sponsors and by the program participants and when this will occur.
3. Explain the procedure that will be used if a problem or grievance arises with a participant and indicate who will be responsible for handling these grievances.

III. PROGRAM MANAGEMENT NARRATIVE

A. Agency Experience/Capability

1. Provide an overview of the proposing agency and explain how this program fits into the agency's overall operation.
2. Detail how your agency will respond if decisions regarding funding are not made until late in the program preparation period. Provide an estimate of how quickly your agency will be prepared with appropriate staffing for conducting recruitment, intake and eligibility.
3. Identify any current or recent programs the agency has operated that are like the proposed program. Provide the dates and results of these programs.

B. Financial Record Keeping

1. Describe the agency's financial management system and indicate any unresolved audit questions with the agency that are related to government-funded programs.
2. Identify the staff position that will be responsible for the disbursement of funds and the staff position that will be responsible for the receipt of funds.

C. Participant Wage Check Procedure

1. Describe how time will be recorded and verified. Attach a sample time sheet. All timesheets must document that a lunch period was provided (if required).
2. Indicate how often participants will be paid and who will be responsible for generating the paychecks. Note who will distribute the paychecks, how that will be accomplished, and what will be done if the participant is not available to accept the check.

NOTE: All proposals must have a procedure in place for participants to sign for their paycheck. Participants may authorize someone else to receive their paycheck, however, there needs to be a signed and dated authorization for each paycheck in place. Agencies must retain that authorization and have individuals authorized by the participant sign for the paycheck.

D. Quality Control and Monitoring

Indicate who will monitor and assure internal compliance with each of the following and how often each will be reviewed:

- General contract requirements
- Completeness and accuracy of participant files
- Quality and frequency of Individual Participant Progress Reports
- Worksite Compliance with New York State Labor Laws
- Fiscal records including ensuring that participant payroll checks are reviewed
- Timesheets (Note: All proposals must indicate a system for agency review of time records to ensure accuracy and completeness)
- Outstanding participant payroll check reports are monitored to ensure checks are cashed

IV. BUDGET FORM

Prepare a program budget using the budget form that is attached to this RFP. Unless a waiver has been issued for a program, at least 65% of the overall budget must be utilized for participant costs. Participant costs are defined as participant wage and fringe, transportation, clothing/uniforms required by employer, and training supplies.

Include a narrative that explains each budget line item for your budget request. Your budget must be consistent with your proposed activities, and your Budget Narrative must justify your proposed expenditures. If the agency operates multiple programs a method of allocating costs must be identified for budget line items. All costs included in the budget must be directly related to the SYEP grant.

- Please explain how wage and fringe for participants were budgeted, assumptions made, and calculations used in the estimates.
- Costs associated with the purchase of equipment or furniture is prohibited.

V. CERTIFICATION FORM

Complete the one-page certification form that is attached to this RFP. It must be included as part of the proposal that is submitted.

VI. REQUIRED FORMS

Requested documentation forms must appear at the end of the proposal.

WORK READINESS SKILL GOALS

Career Readiness Skills

- Making Career Decisions
- Using Labor Market Information
- Preparing Resumes
- Completing Applications
- Interviewing/Writing Follow-up Letters

Work Maturity Skills

- Maintaining Regular Attendance
- Being Consistently Punctual
- Exhibiting Appropriate Attitude/Behaviors
- Present Appropriate Appearance
- Demonstrating Good Interpersonal Relations
- Completing Tasks Effectively

Communication and Interpersonal Skills

- Speaking
- Listening
- Interacting with co-workers

SUMMER YOUTH EMPLOYMENT PROGRAM CONTACTS

Counties that border Tompkins

Tioga County DSS

Natalie Thompson, Director of Employment and Transitional Services Unit

607-687-8300

natalie.thompson@dfa.state.ny.us

Seneca County

Debbie McGrimley, Employment and Training Youth Coordinator

315-539-1901

dmcgrimley@co.seneca.ny.us

Cortland County

Katrina Harvey

Cortland Works Career Center

607-756-7585

kharvey@cortland-co.org

Schuyler County

Adam Lawton, Youth Program Coordinator

Schuyler County Youth Bureau

607-535-6236

alawton@co.schuyler.ny.us

Cayuga County

Jim Alberici

Cayuga County Employment and Training

315-253-1535

jalberici@cayugacounty.us

Chemung County

Laura Kinney

Chemung County Youth Bureau

607-737-2907

kinney@co.cheming.ny.us

SUBMISSION DEADLINE

The deadline for submission of proposals is **February 23, 2023 @ 2 PM EST.**

SPECIFICATION CLARIFICATION

1. Clarification/questions to the specifications must be submitted to BidNetDirect, no later than 7 days prior to the bid/RFP due date, before 5 PM on February 16, 2023. Answers to questions will be posted on BidNetDirect as they are available.
2. Questions received less than seven (7) days prior to the date of submission of RFP's will not be answered. The County will be bound only to responses given by formal written Addenda. Consideration will be given to questions/concerns submitted less than 7 days before the bid opening if Tompkins County feels it warrants an addendum.

METHOD OF AWARD

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, to waive any/all informalities and/or irregularities if it is deemed to be in the best interest of the County to do so.

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 Laws 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 May 1, 2023 to September 30, 2023.

CONTRACT AWARD

The Contract award, if any, will be made by Wednesday, March 29, 2023. 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 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 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 or death to any person or persons or damage to property arising out of the performance of this Agreement, any negligent or intentional act or omission of the successful Proposer, 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 the Agreement whether it is terminated or expired.
- The successful Bidder will be required to procure and maintain, at its own expense, the minimum limits of insurance as described in Attachment H 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.

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:

- An organization-wide understanding and acceptance of the purpose and reasons for diversity;
- Recruitment and retention policies that assure a diverse workforce;
- A workplace environment that is welcoming and supportive of all;
- Awareness, understanding and education regarding diversity issues;
- 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 in the norm for all interactions, including delivery of services to the public. An organization-wide understanding and acceptance of the purpose and reasons for diversity; 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 the any contract that results from this solicitation without the express written consent of the County.

CORPORATE COMPLIANCE

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

Respondents that are providers of healthcare services 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 statues, rules and regulations, to determine if any of them are on or have been added to the exclusion list.

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 a Request for Proposals, 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.

GOVERNING LAW

Any resulting Agreement and any controversies arising hereunder, 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 and Federal Courts within Tompkins County, New York. 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 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.

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 they comply with the New York State Sexual Harassment Legislation and that said Bidder has implemented a written policy 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 (Attachment G) 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 www.tompkins-co.org or a copy can be obtained from Tompkins County Administration, 125 East Court Street, Ithaca, NY 14850.

Respondents that are providers of healthcare services 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, to determine if any of them are on or have been added to the exclusion list.

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.

Contractors shall promptly notify the County if any employee, director, officer, or subcontractors is on or has been added to the exclusion list. The County reserves the right to immediately cancel an Agreement, at no penalty to the County, if any employee, director, officer, or subcontractors is on or has been added to the exclusion list.

By submitting a response to a Request for Proposals, 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.

QUALIFICATION of BIDDER

1. All bidders shall submit the Vendor Responsibility Questionnaire, also included as part of the bid/rfp specifications, as part of their bid/proposal.
2. Tompkins County may make such investigations it deems necessary to determine the ability of the bidder to provide the services and/or goods described within the specifications. The bidder shall furnish to the County all such information and data for this purpose as may be requested within five (5) days of such request.

NON-COLLUSIVE BIDDING CERTIFICATE

All bidders submitting bids under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (included in the specification package) must be submitted with each bid on the form provided by the County.

DEVIATIONS

Deviations to the specifications shall be so noted and fully explained on a separate document and provided with the bid.

2023 Summer Youth Employment Program

I. PROPOSAL SUMMARY FORM

BACKGROUND INFORMATION

Proposing Organization: _____

Address/Zip: _____

Contact Person / Title: _____

Phone: _____ Email: _____

Fiscal Contact (*name & phone number*): _____

Incorporated Organization: (*Check one*) Yes No

Organization Type: (*Check one*) Private for-profit Non-profit Public

PROGRAM HIGHLIGHTS

Number of Participants to be served: _____

Age Group to be served: _____

Geographic Area(s) to be served: _____

Proposed Number of Hours of Work per Participant: _____

Total Number of Hours of Training to be provided _____

(workshops, employer panels, employer tours, etc...)

Amount of Funds Requested in this Proposal: \$ _____

Percentage of Funds Requested in Participant Costs: _____%

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 (charging both SYEP and another funding source for the same expense);
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 or in writing to the email address provided in the specifications 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: www.tompkinscountyny.gov/purchase 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 Public Information Policy.
- 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. The Respondent may cancel the Contract with one hundred-twenty (120) days written notice.

Submission of Proposals:

1. Responses to this RFP and any other required documents shall be submitted through the Tompkins County website at: www.tompkinscountyny.gov/purchase (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: www.tompkinscountyny.gov/purchase and selecting 'Open Solicitations'. This will take you to BidNetDirect 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 he has or is 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 him 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 his 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 he satisfies the State Commission for Human Rights that he has established and is 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 him 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 him 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—1

In accordance with State Finance Law §139-1, 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, at a minimum, meet 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 _____,

Attachment A

Contractor’s Representation - Livable Wage Policy

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. 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.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union. Living wage without employer-provided health insurance is currently \$16.61/hour. Prospective contractors providing health insurance for employees may qualify for a lower Living Wage if the amount that employees are required to pay for that coverage is less than \$0.75/hour. The rate will be adjusted again in 2024.

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 AFCU livable 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. What is the approximate number of Covered Employees involved in the provision of the contracted service?

2. Will all Covered Employees involved in the provision of the contracted service be paid at least the living wage?
YES or NO

3. If the answer is "No", approximately how many Covered Employees will NOT be paid at the living wage?
Full Time _____ Part Time _____

Print 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.

Attachment B Insurance Requirements

TYPE 1-NoConstr-2023 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,	\$1,000,000 CSL or
Hired and Non-Owned	\$500,000 Per Person BI
	\$1,000,000 Per Accident BI
	\$250,000 PD Split Limits

- 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 insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. 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**

VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR		<input type="checkbox"/> SUB-CONTRACTOR	
IDENTIFICATION NUMBER:		WEBSITE ADDRESS:	
VENDOR'S LEGAL BUSINESS NAME:		D/B/A – DOING BUISNESS 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 RQUIRED 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. <input type="checkbox"/> YES <input type="checkbox"/> 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? <input type="checkbox"/> YES <input type="checkbox"/> 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? <input type="checkbox"/> YES <input type="checkbox"/> 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 he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is 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;
- Is 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

Iranian Energy Sector Divestment:

By submitting a response to this solicitation, the respondent hereby represents that said respondent is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said respondent has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector of Iran.

Any respondent who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every respondent submitting a response to this solicitation must certify and affirm the following under penalties of perjury:

(1)“By submission of this response to solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each respondent is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

Except as otherwise specifically provided herein, any response to this solicitation that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the respondent cannot make the certifications as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section 103-g to award the contract to any respondent who cannot make the certification on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the respondent has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or
- (2) The County of Tompkins has made a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the County of Tompkins would be unable to obtain the goods or services for which the Bid is offered. Such determination shall be made by the County in writing and shall be a public document.