

## YOUTH OVERSIGHT COMMITTEE

**February 18, 2021**

**8:30 A.M.**

**Zoom Platform**

**PRESENT:** K. Shanks-Booth, V. Zeplin, S. Kittel

**EXCUSED:** T. Watts

**GUEST:**

**STAFF:** N. Branosky, S. Alvord, D. Achilles

### **CALL TO ORDER**

Ms. Shanks-Booth called the meeting to order at 8:31 a.m.

### **APPROVAL OF MINUTES – January 21, 2021**

It was moved by Ms. Zeplin and seconded by Ms. Shanks-Booth and unanimously adopted by voice vote of members present to approve the minutes of January 21, 2021.

### **UPDATE ON SYEP RFP RELEASE**

Ms. Alvord reported the Summer Youth Employment Program (SYEP) RFP was approved for release by the Executive Committee, Tuesday, February 2<sup>nd</sup>. The full WDB will vote to affirm actions of the Executive Committee at the Tuesday, February 23, 2021 board meeting. County purchasing will run the SYEP RFP from February 12<sup>th</sup> to March 12<sup>th</sup> on Bidnet and Listserv. Ms. Alvord informed the committee that purchasing will open the RFP bids on Friday, March 12<sup>th</sup> at 11:30 and will forward the bids to Ms. Alvord. The committee will need to review and approve bids to move forward into contracting, to be approved by the Board at their Tuesday, March 23<sup>rd</sup> meeting. The YOC will meet on Tuesday, March 16<sup>th</sup> (3:30pm) and Thursday, March 18<sup>th</sup> (8:30am) to review the bids.

### **WIOA YOUTH BI-MONTHLY REPORT FORM**

Ms. Alvord reported that the committee put together this form back in 2018-2019 for the Career Center to use for reporting bi-monthly to the committee on WIOA Youth program data and service provision. The committee used this data to inform policies for the Career Center staff to follow. Now that the WIOA Youth program (JobLink) is up and running again, Ms. Alvord would like to restart the quarterly updates from the Career Center.

Ms. Alvord will modify the questions on the form to reflect changes in operation during the pandemic and into the foreseeable future. Ms. Alvord will ask the Career Center to fill out the form bi-monthly and report to the committee quarterly.

## **DIRECTOR'S UPDATE**

Ms. Branosky would like committee members to share with the community that although the unemployment rate is improving this does not give a full picture of the employment situation. Ms. Branosky shared her sentiments that the community will not be going back to the way things were pre-pandemic and there will be new norms moving forward.

Ms. Branosky informed the committee the Cornell/ILR school research will show in graphs how much the pandemic has changed our community for young workers age 16-24, disabilities, and race. The committee would like see information on gender, income levels to where they are now compared to pre-pandemic, geography pertaining to Tompkins County and barriers to perform their jobs like transportation, broadband or any other disadvantages the community members are having.

Ms. Alvord reported that NYS State intake forms for WIOA Adults/Dislocated Workers are being updated thanks Ms. Mouillesseaux at the Career Center (WIOA Youth forms are created at a local level, and already reflected these updates). Ms. Mouillesseaux had proposed changes to NYSDOL on gender, preferred names, criminal justice status, mental/physical impairments and other pertinent information; these changes have been accepted by the State and are being proposed to be used across New York State; NYSDOL will update online inputting system accordingly.

## **ADJOURNMENT**

Ms. Shanks-Booth adjourned the meeting at 9:33 a.m.

The next meeting is scheduled for March 16, 2021.

# TOMPKINS COUNTY

## GENERAL INSTRUCTIONS TO BIDDERS

### IMPORTANT NOTICE

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 (MBEs') and Women Business Enterprises (WBEs') are encouraged to respond.

*NOTE: Bidder/Proposer/Respondent are used interchangeably in this document and refer to a person or organization making a formal offer*

### PROJECT IDENTIFICATION

1. Title: **2021 Summer Youth Employment Program**
2. Requesting Department: **Tompkins County Workforce Development Board**
3. Bid Due Date/Time: **March 10, 2021, 11:30 a.m.**

### PURPOSE

1. 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

1. 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.

### SUBMISSION of BIDS/PROPOSALS

1. Bids and any other required documents shall be submitted online through the Tompkins County website at: [www.tompkinscountyny.gov/purchase](http://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](mailto:purchase@tompkins-co.org) or by telephone, (607) 274-5500 for further instructions.

2. Bids shall be uploaded and responded to no later than the date and time indicated in the Notice to Bidders and/or the Bid Identification section above.

3. Tompkins County reserves the right to reject any or all bids in whole or in part, to waive all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

*\*NOTE: If you experience difficulty submitting your bid, contact the Purchasing Division via email (preferred), [purchase@tompkins-co.org](mailto: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.*

### TERM of BID/CONTRACT:

1. The term of this bid/contract from May 1, 2021 through September 30, 2021.

### 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.

### **DISQUALIFICATION**

1. The County reserves the right to refuse to award a contract to a prospective bidder should such bidder 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 Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills dues for labor and materials on former contracts in force (with the Owner) at the time the County issues Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

2. Bids/proposals received from bidders 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 bid may be rejected if the bidder cannot show that it has the necessary ability to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work if the bidder is not able to demonstrate the ability to fulfill the requirements of the bid/proposal in a manner agreed upon by the County and the Bidder.

3. Tompkins County reserves the right to reject any bid/proposal if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### **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.

### **SPECIFICATION CLARIFICATION**

1. Clarification to the specifications must be submitted in writing, no later than seven (7) days prior to the bid/rfp due date to Natalie Branosky ([nbranosky@tompkins-co.org](mailto:nbranosky@tompkins-co.org)) before 5:00pm on 03/03/2021. Answers will be posted on the website as questions are received. All answers will be posted by 5:00 p.m., Friday, March 5, 2021.

2. Questions received less than seven (7) days prior to the date of submission of bids/rfps 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.

### **NON-APPROPRIATION CLAUSE**

1. 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. 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.

2. 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 resulting from the cancellation of the contract.

### **AWARD of BID/CONTRACT**

1. After the award has been approved by the proper County authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Tompkins County and the apparent successful Bidder: the successful Bidder's bid/rfp

response, the original Request for Bid/RFP specifications and any written Addenda in response to inquiries of prospective bidders as set forth Specification Clarification section above.

2. The successful bidder to whom a contract or purchase order is let, granted, or awarded, shall not assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Tompkins County Purchasing Division. In the event the contractor shall, without written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Tompkins County of an attachment against the Successful Bidder, Tompkins County shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall be been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies thereto assigned under the contract or purchase order, except so much as may be required to pay its employees.

**INDEMNIFICATION**

1. The successful bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

**REMEDY for BREACH**

1. 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.

**WORKFORCE DIVERSITY and INCLUSION**

All bidders must comply with the Workforce Diversity and Inclusion terms and conditions as well as sign an Anti-discrimination certificate as stated in the Addendum.

**LIVING WAGE**

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

2. If contractor certifies on Tompkins County Livable Wage Form that its employees directly providing services outlined in this 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 Contractor 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 Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including, but not limited to those laws and regulations under which Federal funds were authorized.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not “excluded individuals or entities” under Federal and/or New York State statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officer and subcontractors monthly at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

2021 Summer Youth Employment Program  
Tompkins County

**BACKGROUND**

The Tompkins County Workforce Development Board (WDB) has administered successful state-funded Summer Youth Employment Programs for many years. Even with the current budgetary constraints due to the pandemic, it is anticipated that 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 \$365,000. Funding is anticipated for allowable SYEP expenditures made from May 1, 2021 to September 30, 2021.

**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. *Program trips to amusement parks or similar events will not be reimbursable/subject to reimbursement with this funding.*

Duration With rare exception, and depending on program design, each youth will work up to 20 hours per week. Youth may work additional hours if funding allows, 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 from May 1 – September 30, 2021.

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 minimum wage which as of January 1, 2021 is \$12.50 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 (pg. 12). 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 2021 (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 2021 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 goals with providers regarding the number of youths served, number of minority youth served, number of foster care youth served, and other aspects meeting program design 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
- Business
- Childcare
- Computer and Information Technology
- Construction
- Customer Service
- Education
- Finance

Food Service  
Governmental  
Healthcare  
Hospitality  
Library Sciences  
Human Services  
Maintenance  
Management  
Manufacturing  
Office/Administration  
Personal Care/Services  
Retail  
Social Services  
Transportation

.....

Additional information regarding specific demand occupations in Tompkins County can be found online at: [www.tompkinsworkforceny.org](http://www.tompkinsworkforceny.org).

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 on Page 11 of 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.

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 on Page 11. 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.

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.

Participant Progress Notes Contractors must maintain participant progress notes that at a minimum detail activities 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.

## **MONITORING AND REPORTING FOR PROGRAM AND FISCAL COMPLIANCE**

Each program year, the Tompkins County WDB conducts or contracts 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 March 23, 2021; 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, per page 11, section II.B
- Has a thoroughly documented and clearly articulated plan to reach program goals and meet program intent (as outlined on page 3)
- 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, per page 12, section II.E
- 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

#### *Cost Efficiency-20 points*

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

## TIMELINE

<b>Action Item</b>	<b>Date</b>
RFP Issue	February 10, 2021
Optional Technical Assistance Office Hours	Thursday, February 25, 2021; 1:30pm-3:30pm <i>To be held virtually, over Zoom</i>
Deadline for Questions	Wednesday, March 3, 2021
Completed Proposal Due	Wednesday, March 10, 2021 by 11:30 a.m.
**Award Notification (anticipated)	Tuesday, March 23, 2021
**Program Start-Up and Contract Dates	May 1, 2021 – September 30, 2021

\*\*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.

## **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](mailto:natalie.thompson@dfa.state.ny.us)

### Seneca County

Debbie McGrimley, Employment and Training Youth Coordinator  
315-539-1901

[dmcgrimley@co.seneca.ny.us](mailto:dmcgrimley@co.seneca.ny.us)

### Cortland County

Katrina Harvey  
Cortland Works Career Center  
607-756-7585

[kharvey@cortland-co.org](mailto:kharvey@cortland-co.org)

### Schuyler County

Adam Lawton, Youth Program Coordinator  
Schuyler County Youth Bureau  
607-535-6236

[alawton@co.schuyler.ny.us](mailto:alawton@co.schuyler.ny.us)

### Cayuga County

Jim Alberici  
Cayuga County Employment and Training  
315-253-1535

[jalberici@cayugacounty.us](mailto:jalberici@cayugacounty.us)

### Chemung County

Laura Kinney  
Chemung County Youth Bureau  
607-737-2907

[lkinney@co.cheming.ny.us](mailto:lkinney@co.cheming.ny.us)

## **PROPOSAL SPECIFICATIONS/DEADLINE**

**Organizations wishing to receive the program specifications are asked to visit the Tompkins County website at: [www.tompkinscountyny.gov/purchase](http://www.tompkinscountyny.gov/purchase)**

**Proposals in response to this RFP MUST BE RECEIVED NO LATER THAN 11:30 A.M. ON WEDNESDAY, MARCH 10, 2021.**

### **Submission of Proposals**

1. Bids and any other required documents shall be submitted online through the Tompkins County website at: [www.tompkinscountyny.gov/purchase](http://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](mailto:purchase@tompkins-co.org) or by telephone, (607) 274-5500 for further instructions.
2. Responses must be uploaded and responded to no later than the date and time indicated in the RFP procedure section above.
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.

### **QUESTIONS**

Questions regarding this Request for Proposals may be submitted to [nbranosky@tompkins-co.org](mailto:nbranosky@tompkins-co.org) until 5:00 p.m. on Wednesday, March 3, 2021. Answers will be posted on the [tompkinsworkforceny.org](http://tompkinsworkforceny.org) website as questions are received. All answers will be posted by 5:00 p.m., Friday, March 5, 2021.

## 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*
- 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 (pg. 18). 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

1. 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

1. 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 (pg. 19). It must be included as part of the proposal that is submitted.

#### **VI. REQUIRED FORMS**

Requested documentation forms (Addendum, pgs. 20-30) must appear at the end of the proposal.

2021 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: \_\_\_\_\_%

**V. CERTIFICATION FORM**

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. Agree to provide training without any duplication of costs (charging both SYEP and another funding source for the same expense);
6. Provide a copy of their most recent financial audit before contract execution;
7. 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

## VI. ADDENDUM

### ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, (the contractor) hereby agrees as follows:

- (a) 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 insure 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.
- (b) 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 a 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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

**VI. ADDENDUM**

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: \_\_\_\_\_

**VI. ADDENDUM**

**COUNTY OF TOMPKINS  
GENERAL CONDITIONS  
NON-COLLUSION CERTIFICATE**

**NON-COLLUSIVE CERTIFICATION:**

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

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
2. Unless otherwise required by law, the prices that have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
3. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

\_\_\_\_\_  
Name of Bidder/Proposer

\_\_\_\_\_  
Signature and Title of Signer

\_\_\_\_\_  
Date

**NOTE:**

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

The fact that a bidder/proposer (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid/proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a) 1.

## VI. ADDENDUM

### 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. 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](http://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](mailto:purchase@tompkins-co.org) or by telephone, (607) 274-5500 for further instructions.
- Respondents can submit in a sealed package or envelope with the name of their company and the title of the Request for Proposal.
- 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.

**Tompkins County**  
**Request for Proposal – Terms & Conditions**

**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.

**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:**

The term of contract shall be specified within the detailed specifications.

**Contract Award:**

The contract award, if any, will be made within forty-five (45) calendar days of due date. The contract shall be awarded to the respondent who submits the proposal that proves to be in the best interest of the County.

**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 cancellation.

**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.

## **VI.ADDENDUM**

### **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:

- A. An organization-wide understanding and acceptance of the purpose and reasons for diversity;
- B. Recruitment and retention policies that assure 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 in the norm for all interactions, including delivery of services to the public.

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](http://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.

## VI. ADDENDUM

### **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.

**VI. ADDENDUM**

**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 and is currently \$14.28 per hour if the employer contributes at least half the cost of an employee’s health insurance/benefit cost and \$15.37 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2021.

**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. 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? \_\_\_\_\_ (insert number)**

**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 \_\_\_\_\_**

**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.

**VI. ADDENDUM**

**TYPE 2-2013Con XXXX ATTENTION: PLEASE BE SURE TO USE REQUIREMENTS APPROPRIATE FOR BID/RFP/RFO XXXX**

**Tompkins County Hold Harmless and Insurance Requirements Construction**

Contractor shall indemnify, hold harmless and defend Tompkins County, 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 contract by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor shall be fully responsible for the worksite and shall indemnify and hold harmless Tompkins County, its officers, employees, agents, and elected officials from and against any and all claims for injury to persons, including employees of the Contractor or any subcontractor, where such claim asserts that the injury was the result of conditions of the worksite or that Tompkins County, its officers, employees, agents, and elected officials were in any way negligent in the hiring of the Contractor or any subcontractor to do the work or failure to maintain a safe worksite. The Contractor 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** 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
Fire Damage Legal	\$50,000	Medical Expense	\$5,000

- **General Aggregate** shall apply separately to the project prescribed in the contract
- 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**

<b>C.) Business Auto Coverage</b>	Liability for Owned, Hired and Non-Owned Autos	\$1,000,000 CSL or 500,000 Per Person BI 1,000,000 Per Accident BI 250,000 PD Split Limits	
<b>D.) Owners Protective Liability -</b>	Each Occurrence	\$1,000,000	General Aggregate \$2,000,000

**All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Accord Certificate of Insurance, Accord 25 (05/2010), or insurance company certificate. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the signed contract.**



