

TOMPKINS COUNTY WORKFORCE DEVELOPMENT BOARD

February 22, 2022

8:30 A.M.

Zoom Platform

PRESENT: S. Pronti, K. Babuka, K. Cerasaro, J. Cometti, D. Harrington, B. Forrest, K. Franzese, K. Kersey, J. Lance, C. Malcolm, J. Matteson, J. Shapiro, J. Tavares, C. Whitmore

EXCUSED: M. Abdelrehim, A. Burke, T. Bruer, A. Iles, H. McDaniel, K. Shanks-Booth, T. Tarshus

EX-OFFICIO: J. Mouillesseaux, A. Hendrix

GUESTS: D. Goodness, Workforce Development Institute; D. Mohlenoff, Tompkins Cortland Community College; C. Walters, Tompkins Seneca Tioga BOCES

STAFF: R. Avila, S. Alvord, D. Lovelace, D. Achilles

CALL TO ORDER

Chairman Pronti called the meeting to order at 8:32 a.m.

Ms. Hendrix called for full Board into Executive Session at 8:40 a.m.

Mr. Pronti called full Board meeting back into Session at 8:48 a.m.

Mr. Pronti called for Board approval to appoint Ms. Avila as Workforce Development Board Director.

It was moved by Mr. Levesque, seconded by Mr. Matteson, and unanimously adopted by voice vote of members present to appoint Ms. Avila as Workforce Development Board Director.

BOARD ACTION ITEMS

APPROVAL OF MINUTES – December 14, 2021

It was moved by Mr. Forrest, seconded by Ms. Whitmore, and unanimously adopted by voice vote of members present to approve the minutes of December 14, 2021, as written.

APPROVAL OF WIOA YOUTH SUPPORTIVE SERVICES POLICY

The goal of Supportive Services is to minimize barriers for youth to enable them to fully participate in workforce development and/or employment activities and opportunities to help them progress along their career pathway.

It was moved by Mr. Levesque, seconded by Ms. Franzese, and unanimously adopted by voice vote of members present to approve the WIOA Youth Supportive Services Policy.

APPROVAL OF WIOA YOUTH NEEDS ASSISTANCE POLICY

The purpose of this policy is to clarify and provide guidance to program staff in determining eligibility for WIOA Youth program services under the “Needs Additional Assistance” definition.

It was moved by Mr. Matteson, seconded by Ms. Franzese, and unanimously adopted by voice vote of members present to approve the WIOA Youth Needs Assistance Policy.

County Staff and partners recuse themselves from the meeting for voting on the ratification of Summer Youth Employment Program 2022 RFP release and One-Stop System Operator Procurement RFQ release.

RADIFICATION OF EXECUTIVE COMMITTEE’S APPROVAL OF SYEP 2022 RFP

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.

It was moved by Mr. Malcolm, seconded by Mr. Levesque, and unanimously adopted by voice vote of members present to ratify the Executive Committee’s approval of SYEP 2022 RFP.

RADIFICATION OF THE ONE-STOP SYSTEM OPERATOR PROCUREMENT RFQ

The Tompkins County Workforce Development Board (TCWDB) is issuing this RFQ to gather information on organizations that may be interested in becoming the One-Stop System Operator/Coordinator for the Tompkins County Workforce Development System for the period of July 1, 2022 - June 30, 2026.

It was moved by Mr. Malcolm, seconded by Mr. Levesque, and unanimously adopted by voice vote of members present to ratify the One-Stop System Operator Procurement RFQ.

County Staff and partners return to Board meeting.

RADIFICATION OF REVISED 2021-2022 WORKFORCE DEVELOPMENT BOARD FISCAL BUDGET

It was moved by Mr. Malcolm, seconded by Mr. Matteson, and unanimously adopted by voice vote of members present to ratify the Executive Committee’s approval of the revised 2021-2022 Workforce.

RADIFICATION OF EXECUTIVE COMMITTEE’S APPROVAL OF WIOA YOUTH WORK EXPERIENCE POLICY

The purpose of this policy is to define eligibility, assignment, documentation, duration, and salary for Work Experiences assigned to youth enrolled in the WIOA Youth Program.

It was moved by Mr. Malcolm, seconded by Mr. Levesque, and unanimously adopted by voice vote of members present to ratify the Executive Committee’s approval of the WIOA Youth Work Experience Policy.

APPROVAL OF IN-DEMAND OCCUPATION LIST

It was moved by Mr. Levesque, seconded by Mr. Kersey, and unanimously adopted by voice vote of members present to approve the In-demand Occupation List.

APPROVAL OF DISABILITY APPLICATION & VIDEO FOR DEI GRANT

It was moved by Ms. Whitmore, seconded by Mr. Malcolm, and unanimously adopted by voice vote of members present to approve the Disability Application and Video for DEI Grant.

WDB INTERIM DIRECTOR UPDATE

Ms. Avila reported to the Workforce Development Board members the Disability Resource Coordinator position started January 14, 2022. The DRC is a 3 year pilot program that will be approximately \$100,000.00 a year. Ms. Mouillesseaux, Ms. Stanley and Ms. Avila will meet on a regular basis to discuss how the program is meeting the goals.

Ms. Avila reported that the Program Monitoring ended January 28, 2022 with only 2 minor findings. Ms. Avila thanked Ms. Mouillesseaux and her staff for a very smooth audit.

Ms. Avila reported the Fiscal Monitoring ended January 31, 2022. The Board is returning a few documents and will receive a final report within 45 days from Albany.

Ms. Avila welcomed Ms. Lovelace for joining the Board as the Workforce Development Associate and many thanks to Ms. Alvord for all her hard work.

CAREER CENTER UPDATE

Ms. Mouillesseaux reported that the Career Center has seen an increase of participation in the workshops from 5 to 8 participants to 35 to 60 participants in January 2022.

Ms. Mouillesseaux reported that the Career Center is in the process of hiring a full-time Communication Specialist and a part-time temporary Project Assistant to work on Summer Youth Employment Program.

Ms. Mouillesseaux thanked the Board for taking the time to approve all the policies that will help the Career Center offer a living wage to participants and will increase the amount of training funds to \$9,000.00.

Mr. Cerasaro reported that NYSDOL has opened to the public by appointment and are serving 35 to 45 customers per week.

Mr. Cerasaro reported that NYSDOL are holding job fairs for region every month with good attendance with positive feedback from customers and employers.

COMMITTEE REPORTS

A. EXECUTIVE COMMITTEE

Mr. Pronti reported that the Executive Committee has been having discussions about replacements for 2 Board members and Committee chairs. Mr. Bishop has retired and has been a board member and chair of the One Stop Operations and Oversight Committee. Mr. Burrows has taken a position with a firm outside of Tompkins County and has been a long-time board member and chair of the Governance and Membership Committee.

Mr. Pronti reported that the next Industry Briefing will be a panel to discuss transitioning back into the workplace and working virtually.

B. ONE STOP OPERATIONS AND OVERSIGHT COMMITTEE

Ms. Avila reported that the One Stop Operations and Oversight Committee is working on the In-Demand Occupation list and how to collect data for customers surveys.

C. YOUTH OVERSIGHT COMMITTEE

Ms. Alvord reported that the Youth Oversight Committee has released the 2022 Summer Youth Employment Program RFP and will close on March 3, 2022. The Committee will be moving forward with reviewing and moving to contract that will need Board approval at the Board's next meeting March 22, 2022.

Ms. Alvord reported that policies have been updated.

Ms. Alvord reported that the Career Center staff will report to the Committee on a bi-monthly or quarterly basis on WIOA joblink program.

Ms. Alvord reported the Committee is revising the WIOA RFP that will be release for 2023 bids.

D. GOVERNANCE AND MEMBERSHIP COMMITTEE

Ms. Avila reported that the Governance and Membership Committee will have discussion around replacement for 2 seats on the Board, Chair for the One-Stop Oversight Committee and chair of the Governance and Membership Committee.

Ms. Avila reported that there will be a Board orientation for new Board members that will include full Board early summer.

ADJOURNMENT

The meeting adjourned at 9:25 a.m.

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.

MWBE 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: Tompkins Workforce Development System One-Stop Coordinator/Operator
2. Requesting Department: Tompkins County Workforce Development Board
3. Due Date/Time: Friday, March 25, 2022 @ 1:00pm

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 contracts@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 Qualifications 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 RFQ 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.**

TERM of CONTRACT:

The term of this Contract shall be from July 1, 2022, to June 30, 2026.

PROJECT MANAGEMENT:

The Tompkins County Workforce Development Board will be the administrative agency for the resulting agreement.

Tompkins Workforce Development System One-Stop Coordinator/Operator

Request for Qualifications (RFQ)

The Tompkins County Workforce Development Board (TCWDB) is issuing this RFQ to gather information on organizations that may be interested in becoming the Workforce Development System One-Stop Coordinator/Operator for the Tompkins County Workforce Development System for the period of July 1, 2022 - June 30, 2026. The TCWDB reserves the right to modify or cancel the terms of the RFQ at any time.

Abbreviation and terminology

- 1. WIOA – Federal Workforce Innovation and Opportunity Act
- 2. TCWDB – Tompkins County Workforce Development Board
- 3. TWFNYCC – Tompkins Workforce New York Career Center
- 4. OSCC – One Stop Career Center

Introduction and purpose of the RFQ

The TCWDB is responsible for development, oversight, implementation, and leadership of the publicly-funded workforce system, which provides workforce services for the county of Tompkins including the City of Ithaca, NY. Services are provided through the TWFNYCC which is the OSCC for the TCWDB region. The TWFNYCC is located at 171 East State/MLK, Jr. Street, Suite 241. TWFNYCC is currently a partnership of workforce organizations with resources and expertise in serving companies and job seekers across the region. The TWFNYCC has been successfully providing these services, meeting all federal and state-set goals and benchmarks, since 2000.

The purpose of this RFQ is to gauge the level of interest on the part of agencies to become the Tompkins Workforce Development System One-Stop Coordinator/Operator for the period of July 1, 2022- June 30, 2026.

The Tompkins Workforce Development System includes a network of workforce partners and the workforce-related services they provide both within the TWFNYCC and across the Workforce System.

The role of the Tompkins Workforce Development System One-Stop Coordinator/Operator includes:

- Developing and maintaining a directory of workforce partners and the services they provide;
- Convening quarterly meetings of the workforce partners in the Tompkins County Workforce Development System;
- Facilitating these quarterly discussions, including issues related to providing workforce services across the system;
- Meeting bi-monthly, or more often if needed, with the TCWDB Executive Director and the TCWDB Operations and Oversight Committee ;

Eligible applicants for this designation include

- a. An Institution of Higher Education;
- b. An Employment Service State Agency established under WagnerPeysers;
- c. A Community Based Organization, non-profit organization, or workforce intermediary;
- d. A private-for-profit entity;
- e. A government agency;
- f. Chambers of Commerce; business organizations and labor organizations;
- g. Area career and technical education providers such as Boards of Cooperative Educational Services (BOCES)

BUDGET

A maximum of \$2000 is being made available for the role of Tompkins Workforce Development System One-Stop Coordinator/Operator. This amount will cover any expenses related to salaries, administrative costs, travel or other expenses.

PROPOSAL SPECIFICATIONS/DEADLINE

Organizations wishing to receive the program specifications are asked to visit the Tompkins County website at: www.tompkinscountyny.gov/purchase

Proposals in response to this Request For Qualifications MUST BE RECEIVED NO LATER THAN 1:00 pm. ON FRIDAY, MARCH 25, 2022.

Submission of Proposals

1. 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 RFQ information is posted for the public. Bidders who do not have, or cannot obtain, internet access must contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500 for further instructions.
2. Responses must be uploaded and responded to no later than the date and time indicated in the RFQ 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 Qualifications may be submitted via BidNetDirect until 5:00 p.m. on Wednesday, March 16, 2022. Answers will be posted on the BidNetDirect website as questions are received.

THIS IS A REQUEST FOR QUALIFICATIONS ONLY (RFQ). This RFQ is issued solely for information and planning purposes - it does not constitute a Request for Proposal (RFP) or a promise to issue an RFP in the future. Not responding to this RFQ does not preclude participation in any future RFP, if any is issued.

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 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 Attachment A.

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.

Tompkins County Workforce Development Board

Request for Qualifications

RFQ Response Document

Name of Organization:

Address:

Primary Contact:

Phone Number:

Email Address:

- A. What are the Mission and goals of your organization?**

- B. Who are the primary customers you serve?**

- C. What are the primary services you currently offer?**

- D. What motivates your organization to consider applying to be the Tompkins Workforce Development System One-Stop Coordinator/Operator?**

- E. Please provide any additional pertinent information that you think might be of interest to the TCWDB at this time.**

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

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 **Attachment A**

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
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.

Attachment A

Tompkins County Request for Qualification – 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 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.
- 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.

Submission of Qualifications

1. Responses to this RFP and any other required documents shall be submitted through the Tompkins County website at www.tompkinscountyny.gov/purchasing (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.

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 RFQ 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

Tompkins County Request for Qualifications – 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.

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:

Attachment A

- 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 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 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 Qualifications, you are attesting to the fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

Attachment A

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.

Attachment A

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

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

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

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

Dated: _____, New York _____, 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 qualifications

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.

TYPE 1-2021NoConstr 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 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 form 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

- If the CGL contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

- 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.**
- 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 autopolicy.

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 PRINCIPLE 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.			
<p>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.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>			
<p>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:</p> <p>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></p> <p>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></p>			
<p>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:</p> <p>a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. Been disqualified for cause as a Bidder on any permit, license, concession franchise or lease;</p> <p>3. Entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>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;</p>			

<p>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</p> <p>6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. Federal, state or local health laws, rules or regulations. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>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?</p> <p>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". <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) File any returns or pay any applicable federal, state or city taxes? <i>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.</i> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) File returns or pay New York State unemployment insurance? <i>Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability.</i> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) Property Tax <i>Indicate the year(s) the vendor failed to file.</i> <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>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?</p> <p>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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:</p> <p>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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

**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

Tompkins County Workforce Development Board WIOA YOUTH Work Experience Policy

Purpose

The purpose of this policy is to define eligibility, assignment, documentation, duration, and salary for Work Experiences assigned to youth enrolled in the WIOA Youth Program. Work Experiences can be paid or unpaid and are assigned to help job-ready youth learn soft skills such as attendance, teamwork, initiative, etc., as well as job related skills they can use to progress towards their career goals.

Background

At least 20% of the program year's Youth Fund (net of Admin portion) must be spent in Youth Work Experience as set by WIOA Section 129 (c)(4). Allowable Work Experience expenses include the following (per TEGL 8-15):

- Wages and Stipends paid for participation in a work experience;
- Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop a work experience opportunity;
- Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
- Staff time spent evaluating the work experience;
- Participant work experience orientation sessions;
- Employer work experience orientation sessions;
- Classroom training or the required academic education component directly related to the work experience;
- Incentive payments directly tied to the completion of the work experience; and
- Employability skills/job readiness training to prepare youth for a work experience.

All other expenses not defined as above will not be allowable work experience expenses. Supportive services are a separate program element and cannot be counted toward the work experience expenditure requirement even if the supportive services assist the youth in participating in the work experience (per TEGL 21-16).

Policy

Eligibility:

All youth assessed as eligible youth under WIOA Section 129(a)(1) and enrolled in the WIOA Youth program will be eligible for Youth Work Experience. Youth are required to develop a **career pathway** before beginning a **Work Experience**. If a youth is unsure of their career goal(s), they should complete further career exploration through Career Zone, O*Net Interest Profiler, use of Labor Market Information, etc. and/or through **Job Shadow** experience(s) before beginning a Work Experience.

*Note: Job Shadows can be completed in a couple of hours to a couple of days to expose youth to different careers they are interested in but are not sure that they want to pursue. Job Shadows are **unpaid**, and youth can complete as many as necessary to determine their career pathway.*

A youth's career pathway should be clearly defined in their **Individual Service Strategy (ISS)** before beginning a Work Experience.

Definition of the Work Experience:

According to the Federal Register Vol 81, no. 161-681.600, Work Experiences:

- are a planned, structured learning experience that takes place in a workplace for a limited period of time.
- may be payed or unpaid, as appropriate.
- may take place in the private for-profit sector, the non-profit sector, or the public sector.
- provide the youth participant with opportunities for career exploration and skill development.
- must include academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the workplace.

Labor Standards:

Labor Standards apply in any Work Experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

Types of Work Experience:

Work experiences are meant to be short-term, planned, structured job-related learning experiences. The types of Work Experience for eligible youth include the following categories:

- 1.) Summer Employment opportunities and other employment opportunities available throughout the school year;
- 2.) Pre-apprenticeship programs;
- 3.) Internships and job shadowing; and
- 4.) On-the-job training (OJT) opportunities as defined in WIOA sec. 3(44) and in §680.700 of the same chapter.

Reasons for Work Experience:

- 1.) Assessment (determine youth's readiness, skills needed, interests, etc.) *Note: Work Experience(s) for assessment purposes should be brief (i.e. job shadow, career exploration) and may occur as often as needed. It is recommended that a single Work Experience for assessment purposes last no longer than 4 weeks maximum.*
- 2.) Skill Gain (i.e. soft or hard skills needed for the youth's identified career pathway)
- 3.) Reference Gain (i.e. development of work history)
- 4.) Potential for **unsubsidized** employment/hire upon completion of the Work Experience

Duration of the Work Experience:

As Work Experience are meant to be short-term, planned, structured job-related learning experiences, there will be a maximum hour limit set for a youth's lifetime. This should be clearly communicated with the youth and with the worksites before a work experience begins. The TCWDB has set local limit that each youth is allotted **up to a total of 480 hours (i.e. 12 weeks of full time work) of paid Work Experience** during their enrollment in the WIOA youth program **provided funding is available**. *Note: Any unpaid work experiences such as job shadowing does not detract from the 480 hours.*

Administrative Override: There may be instances where a youth will need more than 480 hours of **paid** work experience support (i.e. youth with disabilities requiring extensive job coaching). Staff must submit thorough documentation of support for why additional hours are needed for this youth, with a timeline for how many additional hours are needed, not to be extended “indefinitely”. The purpose of the work experience is to transition to unsubsidized work; therefore, a detailed plan of transition must be in place for any youth determined to need an extension of hours. The use of an Administrative Override is pending on funding availability, to be determined on a case-by-case basis.

Education/Training Component:

At least one **education/training component** must be incorporated into the Work Experience as defined in TEGl 21-16: “workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway”. Therefore, the **education/training** component(s) should:

- directly relate to the Work Experience and assist the youth with their career goals;
- be clearly defined in the youth’s ISS **before** the youth starts a Work Experience;
- occur inside or outside the workplace; and
- occur either concurrently or sequentially with the Work Experience.

In keeping with best practice regarding youth development and learning theory, it is recommended that the education/training component **occur concurrently** with the Work Experience and **occur inside the workplace**.

Note: HSE Classes and general Work Readiness Workshops can not count as the education/training component unless it specifically relates the work experience/needs of the youth to obtain their career goal(s) and is documented as such in the youth’s ISS and in OSOS Comments.

Fiscal Management:

Youth will earn the Tompkins County Living Wage. Youth counselors are responsible for collecting youth’s timesheets, submitting to their fiscal departments, and putting a copy of the timesheet in the youth’s paper file. Each youth counselor’s fiscal department will control payroll and produce checks, and the youth counselor is responsible for delivering checks to youth.

WIOA Youth priority on Work Experience: WIOA places a priority on providing valuable work experiences to youth and has set a **20% minimum budget expenditure** to go towards the Work Experience. Youth counselors should communicate with their fiscal department and/or direct Supervisor to track if they are spending **at least 20% of their budget on Work Experience**, and to make sure they know how much money is left to spend on Work Experience throughout the fiscal year. TEGl 23-14 states that this **20% minimum** is calculated based on *overall* non-administrative local area youth funds and is **not applied separately** for In School Youth (ISY) and Out of School Youth (OSY).

Procedure

1.) **Assess eligibility** of youth under WIOA Section 129(a)(1). Once eligibility in the WIOA Youth program is established, all youth must complete:

- an Objective Assessment (following TCWDB Objective Assessment Policy guidelines); and
- an ISS which clearly outlines a youths’ career pathway (if career pathway is unknown, refer to Eligibility section above for career exploration options).

2.) Staff must **document** the assignment of a Work Experience in OSOS as a Service provided (use Achievement Objective tab in the Customer Module, Services Window, Services Tab), and further document in OSOS Comments the Work Experience location, **start date**, job duties, education/training component, correlation with career pathway, progress and **end date**. Any updates to the youth's ISS should be updated in OSOS as well. *For further directive, staff should please refer to the "411 on WIOA Title I Youth Program Services" (Nov. 2019 updated) document.*

3.) A Work Experience assignment should correlate with the youth's career pathway, take any disabilities/limitations into consideration, and be age appropriate (comply with labor laws).

4.) Employers providing Work Experiences should complete a **Worksite Agreement** and copies should be kept in the youth's paper file for access during monitoring procedures. Each worksite should have at least one designated **Worksite Supervisor** who the youth report to, signs timesheets, and provides updates/evaluation feedback to the youth counselor.

5.) **Worksite Supervisors** and **Youth** must both sign a completed **Job Training Outline** which specifies the youth's work experience goals, academic and occupational education components that will be incorporated, and a detailed work description (hourly wage rate, number of hours to be worked per week, start and end date, general work duties, etc.).

4.) Copies of timesheets should be kept in the youth's paper file along with copies of any payroll documents.

5.) Youth counselors are to maintain **routine communication** with Worksite Supervisors to:

- determine what new skills the youth has learned;
- obtain feedback from the worksite supervisor;
- ensure the youth is complying with their assigned work schedule;
- determine if the worksite is a good fit for the youth; and
- determine how long the youth is expected to remain at the worksite.

If it is determined that the youth is not a good fit for the worksite, or if the youth redefines their career pathway, the youth may be reassigned to a **new** Work Experience. Youth counselors and/or Worksite Supervisors have the right to end a youth's Work Experience early due to any misconduct on the youth's part.

6.) **Evaluation** forms should be given to all Worksite Supervisors to complete on a routine basis (attaching the evaluation form to the youth's timesheet is an effective method to encourage evaluation completion). Questions/Comments sections can be general or tailored specifically to address specific concerns/barriers with the youth's progress.

7.) **Site Visits** should be conducted on a routine basis and can be **scheduled** in advance to ensure the Worksite Supervisor and youth will be available or can be **unannounced** as the Youth counselor sees fit.

8.) It is the responsibility of the Youth counselor to meet the needs of the Business (worksite) and maintain a successful working relationship while tracking youth's progress and providing WIOA-based **Supportive Services** and activities to the youth as needed for their success.

9.) **Education/Training Component:** see section above re: incorporation of concurrent or sequential education/training component; documentation in ISS and OSOS Comments must clearly outline the connection of the education/training component to the youth's identified career pathway.

10.) The Worksite Supervisor and the youth should be notified **at least 1 week prior to the youth's final day of work**. Youth should be encouraged to speak with their Supervisor about continuing employment or obtaining a professional job reference to aid in their job search. The **end date** of the youth's Work

Experience should be noted in both the youth's ISS and in the OSOS Services Tab and Comments section.

11.) Updated record should be kept ensuring youth does not surpass their maximum lifetime allotment of **480 hours of paid work experience** (exceptions to maximum hours apply in the event of an Administrative Override occurring; however, detailed records must still be maintained).

Tompkins County Workforce Development Board 2021-2022 Budget

		2020-2021 Budget	2020-2021 Projected Year End	2021-2022 Draft Budget
Expenditures				
	Staff Wage	230927	42,879	275289
	Fringe	112739	18,635	143660
	Rent/Taxes	19632	400	19926
	Professional Services	107	0	3500
	Office Supplies	1350	133	1000
	Office Furniture	0	0	1000
	Heat/Electric	1200	300	1275
	Software/Hardware	3770	549	1000
	Computer Equipment	5624	9	500
	Postage	35	35	35
	Travel Training	2000	1,500	6000
	Local Travel	100	100	1000
	Phone	1700	80	2000
	Membership Dues	4000	1,000	5000
	Sub Contracts	1334583	375,000	1521823
	IT Services	824	0	1100
	Books, Subs & Periodicals	0	0	630
	Advertising	426	45	360
	Meeting Expenses (Food, Supplies and Meeting Space)	0	0	0
	Program Expenses	5615	4,500	6400
	Printing	200	30	3000
Total		1,724,832	445,195	1,994,498
Revenue				
	WIOA Admin	79,633	13,000	71,000
	WIOA Adult	209,700	115,000	253,164
	WIOA Dislocated Worker	88,080	30,000	152,102
	WIOA Youth	401,000	140,000	446,000
	Disability Employment Initiative	50,064	12,000	70,064
	ER-NDWG	0	0	8,139
	TET-NDWG	30,000	0	73,500
	DEI Round 8	262,571	45,000	74,000
	SYEP	411,775	0	351,969
	Park Foundation	0	0	85,000
	Disability Resource Coordinator	0	0	100,000
	County	161,000	103,075	280,960
	Tourism	4,825	0	3,600
	Misc	0	0	0
	Ticket to Work	26,184	5,000	25,000
Total		1,724,832	463,075	1,994,498

Revised 1.25.2022

Revised: 1/24/2022

Board Approved:

Tompkins County Workforce Development Board **WIOA YOUTH “NEEDS ADDITIONAL ASSISTANCE” DEFINITION**

PURPOSE: To clarify and provide guidance to program staff in determining eligibility for WIOA Youth program services under the “Needs Additional Assistance” definition. “Additional Assistance” barrier is different for In-School youth and Out of School youth per WIOA (Sections 129(a)(1)(B)(iii)(VIII), (a)(1)(C)(iv)(VII), (a)(3)(B)

REQUIRED: Either the State or the local level may establish definitions and eligibility documentation requirements for the “requires additional assistance to complete an educational program, or to secure and hold employment” criterion of [§ 681.220\(d\)\(8\)](#). The specific needs additional assistance characteristics should be different than WIOA Youth Program eligibility barriers.

If a LWDB chooses to use the needs additional assistance criteria for eligibility, policies must be developed for:

In-School criteria: “to complete an educational program or to secure and hold employment”

Note: Needs Additional Assistance Criteria is limited to 5% of newly enrolled ISY in each program year

Out of School youth: “to enter or complete an educational program or to secure or hold employment”

To be eligible for WIOA Youth program services under Additional Assistance criteria, the youth must also be LOW INCOME

Eligibility for youth services under WIOA

<p align="center">OUT OF SCHOOL YOUTH Ages 16-24</p> <p align="center">Requirement</p>	<p align="center">IN SCHOOL YOUTH Ages 14-21 and LOW INCOME</p> <p align="center">Requirement</p>
<p>One or more of following:</p> <p><input type="checkbox"/>- School dropout</p> <p><input type="checkbox"/>-Within age of compulsory school attendance, but has not attended for at least the most recent complete school year calendar quarter</p> <p><input type="checkbox"/>-Subject to the juvenile or adult justice system</p> <p><input type="checkbox"/>-Homeless, or Runaway, or Foster Child, or child eligible for assistance under Section 477 of SSA, or in an out-of-home placement Specify: _____</p> <p><input type="checkbox"/>-Pregnant or Parenting</p> <p><input type="checkbox"/>- Individual with a disability</p> <hr/> <p>* LOW INCOME</p> <p>*<input type="checkbox"/>-Has high school or HSE diploma, and is basic skills deficient (must be low income)</p> <p>* <input type="checkbox"/>- Has high school or HSE diploma and is and English language learner (must be low income)</p> <p>* <input type="checkbox"/>-Requires additional assistance to enter or complete an educational program or to secure or hold employment (must be low income)</p>	<p>One or more of following:</p> <p><input type="checkbox"/>- Basic Skills Deficient</p> <p><input type="checkbox"/>- An English language learner</p> <p><input type="checkbox"/>- An offender</p> <p><input type="checkbox"/>-Homeless, or Runaway, or Foster Child, or child eligible for assistance under Section 477 of SSA, or in an out-of-home placement Specify: _____</p> <p><input type="checkbox"/>-Pregnant or Parenting</p> <p><input type="checkbox"/>- Individual with a disability</p> <p><input type="checkbox"/>-Requires additional assistance to enter or complete an educational program or to secure or hold employment</p>

Revised: 1/24/2022

Board Approved:

REQUIRES ADDITIONAL ASSISTANCE DEFINITIONS:

OUT OF SCHOOL YOUTH

Ages 16-24

IN SCHOOL YOUTH

Ages 14-21 and **LOW INCOME and**

MUST BE LOW INCOME and	In each local area, not more than five percent of the ISY newly enrolled in a given program year may be eligible based on the “requires additional assistance to complete an educational program or to secure or hold employment” criterion
<input type="checkbox"/> Has never held a job	<input type="checkbox"/> Has poor attendance patterns in an educational program during the last 12 calendar months
<input type="checkbox"/> Has been fired from a job in the 12 months prior to program application	<input type="checkbox"/> Has been expelled from school within the last 12 calendar months
<input type="checkbox"/> Has never held a full time (30+ hrs/wk) job for more than 13 consecutive weeks	<input type="checkbox"/> Has been suspended from school within the last 12 calendar months
<input type="checkbox"/> Has dropped out of a post-secondary educational program during the past 12 calendar months	<input type="checkbox"/> Has below average grades of less than a “C” grade point average
<input type="checkbox"/> Has a currently incarcerated parent(s)/guardian	<input type="checkbox"/> Has previously been placed in out-of-home care (foster care, group home, or kinship care) for more than 6 months between the ages of 14-21
<input type="checkbox"/> Has recently experienced traumatic events, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional	<input type="checkbox"/> Has a currently incarcerated parent(s)/guardian
	<input type="checkbox"/> Has recently experienced traumatic events, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional

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.

MWBE 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: 2022 Summer Youth Employment Program
2. Requesting Department: Tompkins County Workforce Development Board
3. Due Date/Time: Thursday, March 3, 2022 @ 1:00pm

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 contracts@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.**

TERM of CONTRACT:

The term of this Contract shall be from May 1, 2022 to September 30, 2022 from the date of the fully executed Contract.

PROJECT MANAGEMENT:

The Tompkins County Workforce Development Board will be the administrative agency for the resulting agreement.

SPECIFIC REQUIREMENTS:**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 \$350,000. Funding is anticipated for allowable SYEP expenditures made from May 1, 2022 to September 30, 2022.

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
- Cultivate cultural competence
- 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 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 from May 1 – September 30, 2022.

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, 2022 is \$13.20 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. **It is expected that participants will be on the provider’s payroll.** Any exceptions would need prior approval by the WDB.

Commented [A1]: This is a local guideline. OTDA will allow stipends, see note below. Only requirement is that the stipend be at least minimum wage/hourly rate.

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. 15). 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 2022 (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 2022 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

Commented [A2]: Add in formalized process

minority youth served, number of foster care youth served, number of at-risk and/or homeless youth, youth with disabilities, 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:
<https://www2.tompkinscountyny.gov/wdb>

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 14 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 14. 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 22, 2022; 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-70 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

Commented [A3]: List here again the priorities of what we actually mean. It is redundant, but drives home need to focus. Maybe we can change the rating scale to be more specific or doc points for specifically not being specific enough? (Just an idea)

Commented [A4]: Again, can be very specific about what they needs to be?

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

Commented [A5]: Looks at ways that can deduct points from this for not being specific enough...I'm not sure what that would look like, but a way to get feedback to them so they understand exactly why we took points away. I know Shannon has done a great job of talking to them, but maybe we need to bring them in for a Q&A session before they fill this out to understand exactly what we mean?

Cost Efficiency-10 points

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

TIMELINE

Action Item	Date
RFP Issue	Wednesday, January 19, 2022
Optional Technical Assistance Office Hours	Thursday, February 17, 2022; 1:30pm-3:30pm
Deadline for Questions	Thursday, February 24, 2022
Completed Proposal Due	Thursday, March 3, 2022 by 1:00 p.m.
**Award Notification (anticipated)	Tuesday, March 22, 2022
**Program Start-Up and Contract Dates	May 1, 2022 – September 30, 2022

**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.

PROPOSAL SPECIFICATIONS/DEADLINE

Organizations wishing to receive the program specifications are asked to visit the Tompkins County website at:
www.tompkinscountyny.gov/purchase

Proposals in response to this RFP MUST BE RECEIVED NO LATER THAN 1:00pm. ON THURSDAY, MARCH 3, 2022.

Submission of Proposals

1. 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.
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 via BidNetDirect until 5:00 p.m. on Thursday, February 24, 2022. Answers will be posted on the BidNetDirect website as questions are received.

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. Additional Required Forms (Attachment A)*

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. 20). 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.

Commented [A6]: Same as above comment, maybe a minimal percentage of businesses owned by people of color? Can we include DEI training here, some focus on Cultural Humility for those staff members working with this population?

B. Recruitment, Outreach & Retention 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.

Commented [A7]: Highlight the focus on new employment opportunities at Businesses owned by People of Color.

Commented [A8]: Flush this out to specifically outline who we mean by underrepresented populations?

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 (e.g. job coaching, mental health counseling, etc.).
3. Describe process for training and supporting employers in working with youth with multiple barriers, including working with youth with disabilities, supportive service needs, etc.
4. 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.

Commented [A9]: This is difficult because these are self-disclosed, right? But maybe there is a way to provide a list of community resources that they must include? I know that working with the employers to truly understand the disabilities of the youth they are working with, was an issue I heard about this past year. I know some of was done, but in maybe a deeper context.

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

Commented [A10]: We may be able to implement ability to provide STIPEND, instead of PAYCHECK, to allow orgs without the admin capacities to better provide this programming.

Commented [A11R10]: I love this! But I also think that there is value in getting a paycheck. Do we think that this might increase the ability to have new placements?

Commented [A12]: Note re: exceptions

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. REQUIRED FORMS

Requested documentation forms (Attachment A) 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
- Cultural Humility

Commented [A13]: I think it makes sense to include some sort of Culture Humility. Working with different populations sensitivity, something that would be a needed soft skill.

SUMMER YOUTH EMPLOYMENT PROGRAM CONTACTS

Counties that border Tompkins

Cayuga County

Jim Alberici

Cayuga County Employment and Training

315-253-1535

jalberici@cayugacounty.us

Chemung County

Laura Zern

Chemung County Youth Bureau

607-737-2907

lzurn@co.cheming.ny.us

Cortland County

Amy Buggs

Cortland Works Career Center

607-756-7585

abuggs@cortland-co.org

Schuyler County

Adam Lawton, Youth Program Coordinator

Schuyler County Youth Bureau

607-535-6236

alawton@co.schuyler.ny.us

Seneca County

Ryan DeVay, Employment and Training Youth Coordinator

315-539-1901

rdevay@co.seneca.ny.us

Tioga County Youth Bureau

Natalie Thompson, Youth Bureau Director

607-687-8300

natalie.thompson@dfa.state.ny.us

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.

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. 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:

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

Contract Award:

The Contract award, if any, will be made within 30 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.

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 judgments, 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.

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.

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.

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.

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.

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 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.
- 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 and is currently \$15.32 per 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 May 2023.

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? _____

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

Yes No

3. If the answer is “No”, approximately how many covered employees will NOT be paid at the living wage?

Full-time _____ Part-time _____

Contractor Name: _____

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

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

Attachment B

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 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/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
Fire Damage Legal	\$50,000
Medical Expense	\$5,000

- If the CGL contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
- 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.**
- 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

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

D.) Business Auto Coverage	Liability for Owned, Hired and Non-Owned Autos	\$1,000,000 CSL or \$500,000 Per Person BI \$1,000,000 Per Accident BI \$250,000 PD Split Limits
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E.) Professional Liability OR Errors and Omissions Liability

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

F.) 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 employer's 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 BUSINESS AS: (if applicable)	
ADDRESS OF PRIMARY PLACE OF BUSINESS:		ADDRESS OF PRIMARY PLACE OF BUSINESS IN <i>NEW YORK STATE</i> (if different):	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:			
NAME:			
TITLE:			
TELEPHONE:			
EMAIL:			
LIST ALL OF THE VENDOR'S PRINCIPLE 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.			
<p>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.</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>			
<p>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:</p> <p>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></p> <p>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></p>			
<p>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:</p> <p>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;</p>			

<p>3. Entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>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;</p> <p>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</p> <p>6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. Federal, state or local health laws, rules or regulations. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>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". <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) File any returns or pay any applicable federal, state or city taxes? <i>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.</i> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) File returns or pay New York State unemployment insurance? <i>Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability.</i> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) Property Tax <i>Indicate the year(s) the vendor failed to file.</i> <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:</p> <p>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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

**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 _____

Address: _____

Printed Name of Signatory _____

City, State, Zip _____

Title _____

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

Notary Public

Printed Name

Signature

Date

Tompkins County Workforce Development Board WIOA YOUTH Supportive Services Policy

Purpose

The purpose of this policy is to establish guidelines for the use of Workforce Innovation and Opportunity Act (WIOA) funds in the provision of supportive services to enable a youth to participate in WIOA activities.

Background

The Workforce Innovation and Opportunity Act 20 CFR 681.570 allows for the provision of supportive services that enable a youth to participate in WIOA activities. This policy shall only apply to youth participants enrolled in the WIOA Title I youth program. Under WIOA law, the term “supportive services” means services **that include but are not limited to** transportation, childcare, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under the WIOA Act.

The goal of Supportive Services is to minimize barriers for youth to enable them to fully participate in workforce development and/or employment activities and opportunities to help them progress along their career pathway.

Policy

It is the policy of the **Tompkins County Workforce Development Board (TCWDB)** to offer reasonable supportive services to youth participants to encourage the youth to participate in and complete WIOA Title I activities. The services shall be limited to WIOA youth programs, **including youth who are enrolled in Follow-Up Services**. If supportive services are provided as a follow-up service, they do not extend the date of exit.

The justification and strategy for providing supportive services must be clearly defined in the youth’s Individualized Service Strategy (ISS). Actively engaged WIOA youth, or youth enrolled in Follow-up may receive Supportive Services if funding is available and each youth has met criteria and guidelines set forth in local county policies. There are no specific requirements for when to provide supportive services. They may be provided based on the needs of the participant as identified in the youth’s ISS.

All supportive services are subject to the availability of WIOA funds and are not an entitlement. TCWDB may suspend or withdraw authorization for supportive services at any time and at the sole discretion of TCWDB.

Allowable Supportive Services are defined in TEGL 21-16. Services that enable an individual to participate in WIOA activities include, but are not limited to:

- Linkages to community services

Drafted: 1.6.22
Board Approved:

- Childcare/Dependent Care costs*
- Assistance with housing*
- Transportation support**
- Needs-related payments
- Assistance with educational testing
- Reasonable accommodations for youth with disabilities
- Legal Aid services
- Referrals to health care
- Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear
- Assistance with book fees, school supplies, and other necessary items for students enrolled in postsecondary education classes
- Payments and fees for employment and training-related applications, tests, and certifications

Supportive services may only be provided to Youth who are participating in WIOA services and who are unable to obtain such supportive services through other programs providing such services and cannot receive supportive services through referrals to partner agencies and other community service providers (e.g. ACCES-VR). Supportive Services must be necessary and utilized only to enable a youth to participate in WIOA activities.

Reimbursement costs:

If an enrolled youth pre-pays a cost that can qualify as a supportive service cost, the youth may be reimbursed those costs.

- a) Stipulation for reimbursement is that the youth must be employed or in training for 30 days before reimbursement can be processed
- b) No reimbursements can be processed without supporting receipts
- c) Must be WIOA enrolled and costs must occur after WIOA youth enrollment.

Other Supportive Services costs:

Other Supportive Services can include uniforms, fees related to training such as testing.

Maximum funding cap for Fees & Required Training Expenses is \$2,000 of the total \$9,000 funding cap.

***Housing, Childcare or Dependent Care costs:**

All community and local agencies that could provide this supportive service should be contacted prior to utilizing WIOA youth funding (i.e. “all other options exhausted”).

- a) Housing, Childcare or Dependent care assistance will not exceed duration of training.

Maximum funds: services provided under housing, childcare or dependent care support will not exceed \$9,000

Drafted: 1.6.22
Board Approved:

****Transportation:**

Gas cards, bus passes, cab fare: may be given to youth to assist in youth being able to participate in youth program activities, training, and employment.

- a) Gas cards/ bus passes are to be utilized as a supplement to overall transportation costs, not to totally subsidize transportation costs of a youth. Youth is to understand that this is a supplement to assist with transportation costs.
- b) **Gas cards** are distributed and paid at the current deferral government rate <https://www.irs.gov/tax-professionals/standard-mileage-rates> . Participant shall receive no more than \$50 in gas cards per day, covering only one full round trip to and from training or placement. Participant will not receive gas cards for days not in programs or training. **Training provider signed attendance sheets are required as supporting documentation.** If a provider cannot sign the attendance sheets, participant must return gas receipt after using the gas card. **No additional cards will be issued if the participant does not return signed attendance sheet or receipt (which will include the gas card # on the receipt).**
- c) Youth must return gas receipt after using the gas card. **No** additional cards will be issued if the youth does not return the receipt (which will include the gas card # on the receipt).
- d) **Bus Passes** are purchased on a monthly basis, unless the training is for a shorter length of time. Rate of bus pass purchase will vary depending on the travel needs of that youth, to be determined with the Youth Staff.
- e) **Uber/Lyft/Taxi expenses** are approved for instances where bus passes are not sufficient for covering transportation needs. (For example, when someone can take a bus to a class but there are no bus options for the ride home due to location and/or time of day.) Total expense cannot exceed the \$50/day cap.
- f) Youth who become employed may receive gas cards/ bus pass until their first paycheck. Employment and pay schedule will be verified with employer.

Other Transportation Supportive Services:

- a) Supportive services can include driver training course to assist youth in gaining driver's license to enable youth to participate in youth program activities, training, and employment.
- b) For rural areas and other areas where transportation is limited or non-existent, purchase of a new or be used bicycle may be as a means of viable transportation to enable youth to participate in youth program activities, training, and employment. For rural distances, bike purchase to cover a radius of 25 miles is reasonable. Cost of the bicycle can't exceed \$250 and will be purchased by the Youth Program.

Drafted: 1.6.22
Board Approved:

- c) Other transportation modes or repairs can be funded but requires prior approval by the Workforce Administrator of that youth contract
- All repairs must have an invoice in order to be paid
 - All repairs must be conducted at a state approved repair shop
 - Repairs are only done on vehicles registered to the participating youth. No repairs will be made on family or friend vehicles, even if that vehicle is the youth's mode of transportation.

Note: Vehicle repair cap pertains to each training period or training funding request. Therefore, a participant can't repeatedly receive funding assistance for vehicle repair during one training period (unless the total expenses have not yet exceeded \$1,000).

Note: Payments will be made directly to authorized service shops. No retroactive payments will be allowed.

Maximum funds: services provided under transportation support will not exceed \$9,000

Procedure

The TCWDB shall require all WIOA service providers and grantees receiving funds from a grant or contract administered by TCWDB to comply with this policy and applicable procedures. It is the responsibility of each service provider to become aware of all applicable regulations and to monitor personnel and client activities to ensure compliance. TCWDB shall review grantee compliance with this policy during the annual monitoring process.

Youth Counselors should first contact MOA/MOU (Memorandum of Agreement/Understanding) partners or other community agencies in their area who may offer free services before utilizing WIOA Supportive Services funding, and the attempts made should be documented in OSOS comments. A list of Supportive Services resources can be found online at:

<https://youth.workforcegps.org/resources/2017/01/24/16/00/Supportive-Services-part-one>

<https://youth.workforcegps.org/resources/2018/06/18/15/49/Supportive-Services-part-two>

Youth Counselors may request to increase the maximum amount on an individual basis by sending a written request with explanation to the Youth Program Coordinator. The Coordinator will respond with a decision within 5 business days. Once youth start a paid work experience or obtain unsubsidized employment, the goal would be to assist them with budgeting their income to pay for their own expenses.

Note: This policy will be reviewed on an annual basis and is subject to change.

**** Maximum amount cannot exceed over participants lifetime.**

At a minimum, service providers shall:

1.) assess the youths' need for supportive services during completion of the ISS

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Board Approved:

- 2.) document the need for the supportive service and justify issuance of the service in the participant's ISS and in OSOS (including a Comment describing what was provided and why, Achievement Objective and Service)
- 3.) document attempts to obtain the supportive service through other means (i.e. community programs)
- 3.) maintain records of documentation that verify the client received the service through an original signature on a receipt or invoice form
- 4.) update ISS and OSOS as changes occur, including signatures of staff and participant to mark said changes
- 5.) maintain a running tab on youths' supportive service expenditures, not to exceed the \$9,000 cap.



INVOICE

4

Catapult Games, Inc.

Bill To:
Tompkins Workforce

Date: Sep 21, 2020

Due Date: Oct 15, 2020

Balance Due: \$49,000.00

Item	Quantity	Rate	Amount
Custom Software Development	1	\$49,000.00	\$49,000.00

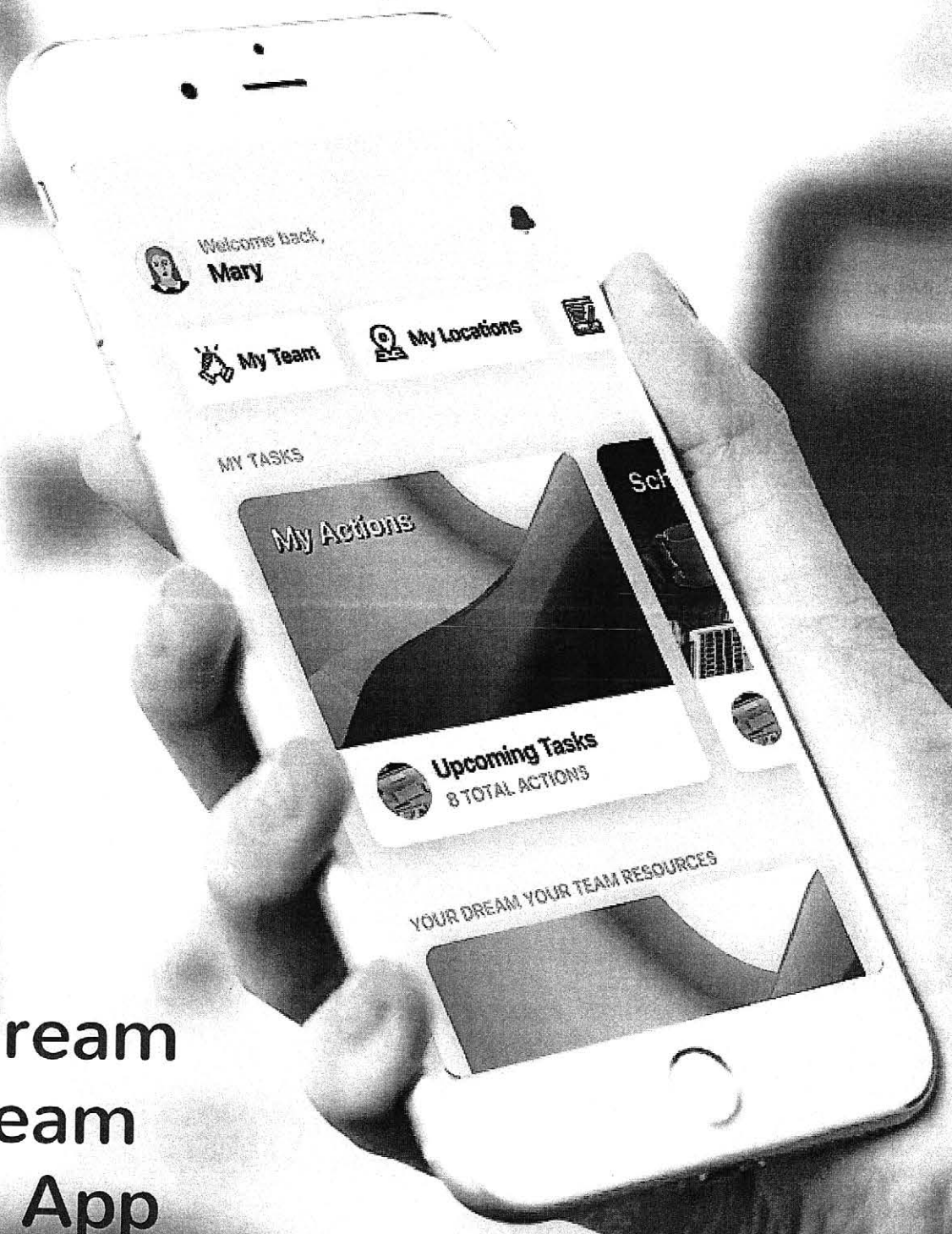
Total: \$49,000.00

Notes:

Please mail the check to 5 Van Buren Ln, Schenectady, NY 12302

Terms:

Payment due within 30 days of the "go-live date" which was September 15th, 2020.



Your Dream Your Team Mobile App

Project proposal: Your Dream Your Team Mobile App

Client: Tompkins Workforce New York

Delivered on: July 21, 2020

Submitted by: Ming Liu & Christopher Riffle / Intoxic8 Studio, LLC

Overview and Goals

Dear Mary,

Please see the revised proposal, which includes the admin dashboard with location analytical feature and data modification functionality we talked about last week. We have updated the MVP core features, the Scope sections, and the budget section accordingly.

Also, please be advised that due to the time constraint, we have also updated the tentative timeframe and will be adopting an agile development process based on features and milestones instead of a waterfall process as we had included in the previous proposal.

If you have any question regarding to this proposal, or need additional information, please feel free to contact us.

Sincerely,

Ming Liu & Christopher Riffle

Intoxic8 Studio, LLC

Scope of Services

Project Setup

To submit an mobile app through both Apple App Store and Google Play Store, the first thing you'll need to do is sign up for an Developer Account with both platforms. The entire process can be a little complicated so we set aside time to guide you through that process to make sure all the details are taken care of.

Use-Case Scenarios

During our User Experience planning phase, we will create multiple use-case scenarios based on your target audience's goals, what they want to accomplish, and the best way to present the information they need. If possible, we will conduct a few short user interviews to discover the following:

- What they want from the app for themselves.
- Which tools we can provide to meet their needs.
- Which action(s) they want to take or goals they want to accomplish with the app.
- How can we maximize functionality within the app to expedite tasks
- What content will be needed.

Content

For this step in the process, any additional content you want to have in the app must be provided. Having final content will help us iron out any unknowns we might encounter in designing the flow of the app and presenting it to the user.

Wireframes

A visual representation of the sitemap is created in the wireframing phase that includes all of the content you provide. Wireframes are a navigable prototype of how the application will work. They are not a final representation of the design. Think of wireframes as a blueprint of a house, illustrating where things go and how to get to them.

Visual Design

The visual design phase takes those wireframe blueprints and dresses them up with a pretty GUI (graphical user interface). We create design mockups for the home screen and all sub-screens that have any elements that differ from other screens. In other words, we don't waste time mocking up screens that have the same look. Development can skin similar screens based on one mockup.

Mobile App & Back-end Development

The development phase is a quiet time in the project as far as client feedback. Unlike website development where there may be visuals to approve or interaction regarding content, all of this work is done before entering the app development phase. That's why it is so important to spend quality time in the planning and information architecture phases of the project as information collected during these phases will also be used for back-end development and database design.

We like to prepare clients for the fact that back and forth communication will be minimal until the testing phase has started. However, during testing it will be important for us to test the app A LOT. Believe it or not, during this time our goal is to purposely try to break the app as it's better to work out all of the bugs internally than have end users point them out for us!

Launch in App Store

To protect app users and to make sure there are no security vulnerabilities, Apple and Google require a review of all apps before they are accepted to the Apple App Store and Google Play Store. This is a straightforward and standard practice and usually only takes about a week. We will handle the submission process on behalf of your organization. In the event there is any feedback from Apple and Google, we will deal with those issues for you to get your app finalized and ready for distribution.

Web App Development (Add-on)

This phase of development will take place immediately after mobile app's initial launch in both app stores on or about October 1st, 2020. The scope of this add-on component includes visual design, dashboard development, data visualization (for locations) and dashboard setup. This will be a standalone web application sharing the same dataset with the mobile app. One year maintenance included.

One Year Mobile App & Web App Maintenance

We will evaluate any changes to Apple and Google's guidelines, and take any necessary action to keep your app in compliance. We will fix any bugs that may arise after the app has been launch on the Apple App Store and Google Play Store. We will monitor server up time and take necessary action in the event of a server outage.

* Maintenance included in this proposal is for maintaining current features only. Newly built features not included in this proposal will require a new contract.

MVP Core Features

Mobile App Features:

- **Searchable Database of Locations**

Location search feature is available to both visitors and registered users.

Registered users will have recommended locations based on filtered information, they can also bookmark locations.

- **User Authentication**

Secured sign up and log in process.

- **User Profile & On-Boarding**

Allowing users to create profiles that will help them pre-populate frequently used forms and share them. Profile information will also provide the user with targeted resources.

- **Task Tracker**

Task tracker is both a to-do list and bookmarks. It will track what tasks have been completed and will remind users in app of tasks that need to be completed. Tasks can be in the form of questionnaires, a set of pre-determined resources the users need to visit, or act as the user's personal to-do list.

- **Team Contact List**

User will be able to create a contact list of team members. Users can initiate a phone call or email with a contact from within the app.

- **Forms**

Forms will be able to pull information from the user's profile to auto complete common fields.

- **Links to External Resources**

Allowing users to visit external resources via in-app web view or web browser.

Web App Features:

- **User Authentication**

Secure log in process. One super admin for initial release.

- **Dashboard Development and Setup**

Develop and setup a visually appealing dashboard that's easy to navigate and retrieve relevant information. For the initial release (included in current proposal), only location data will be generated and analyzed. Additional data and functionalities, such as user activities insights, resource request frequency ranking, adding events and broadcasting, ...etc, can be implemented on the same dashboard in future releases.

- **Location Data Modification**

User (admin) will have the ability to modify location data, this include adding, removing, and updating location data, and all its contact information

- **Location Analytical Data w/ Visual Representation**

Displaying location analytical data in various visual representation when it's appropriate. Visual representation can include bar chart, pie chart, line chart, ranking table, quick stats highlights... etc.

Tentative Timeframe

To complete the work outlined in the project scope, we'll need approximately 14 weeks from beginning to end, with a hard deadline of September 30, 2020 for mobile app and October 25, 2020 for web app. Upon signing the proposal we are prepared to start work immediately.

PHASE	WEEK
Account setup/Use-case scenarios/Content	1
Wireframes/Visual Design	2
Milestone 1 - Visitor Functionality	3-4
Milestone 2 - User Onboarding / Data Collection	5-6
Milestone 3 - Registered User Functionality	7-8
Testing / Debugging / Polishing	9
App Submission & Reviewing Process	10
Delivery / App Store Launch	11*
Web App Development - Admin Dashboard	12 - 14

* Week 11 or the week of September 30th, 2020, whichever comes first.

Pricing

Below is the budget we've estimated based on the scope of services and features outlined earlier in this proposal. If you have any questions about our pricing or need to increase or decrease the scope of work, please feel free to let us know.

CORE BUDGET

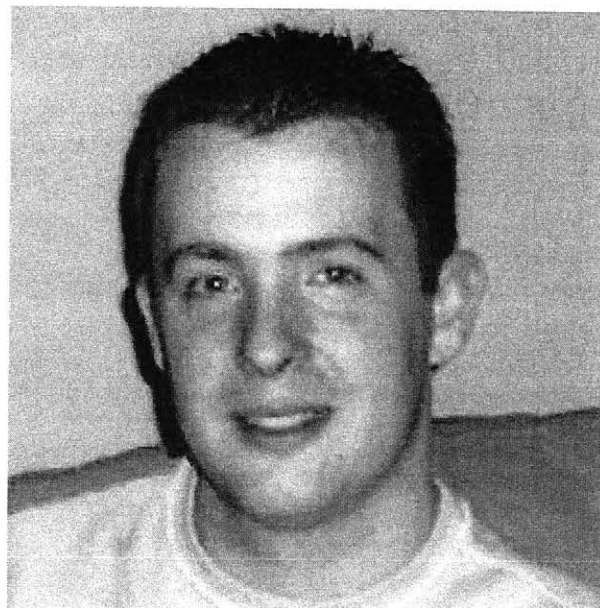
DESCRIPTION	PRICE
UX / UI Planning & Design	\$3,500
Back-end Design & Development (Database & API)	\$10,000
App Development + Testing + Deployment	\$18,500
Maintenance - 1 Year	\$6,300
Hosting - 1 Year / Server Setup	\$3,200
Admin Dashboard - Web App Addon	\$7,000
TOTAL	\$48,500

Our Team



MING LIU

Web / Mobile App Developer



CHRISTOPHER RIFFLE

Mobile App Developer



Statement of Work & App Development Contract

Date: July 21, 2020

Between "us", Intoxic8 Studio, LLC, and "you", Tompkins Workforce New York

You Tompkins Workforce New York, located at 171 East State Street, Ithaca Commons, Ithaca, NY 14850 are hiring Intoxic8 Studio, LLC located at 328 Boiceville Rd., Brooktondale, NY 14817 to design and develop a mobile app for the estimated total price of \$48,500.00 as outlined in our project proposal.

1.0 Services Rendered

DESIGN

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS and applications such as Figma and Adobe XD, so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (color, texture and typography.)

You'll have one weekly opportunities to review our work and provide feedback. Due to the strict time constraint, we are limiting to one design change revision prior to the end of the 3rd week of the project's starting date.

MOBILE APP DEVELOPMENT

The mobile app portion of this proposal is for developing a cross platform (Android and iOS) mobile app that acts as an companion app for YOUR DREAM YOUR TEAM website. We'll be building the app in React Native with native language per platform as needed. The backend API will be built on Node.js/Expressjs with SQL (either MySQL or PostgreSQL). We'll also assist you in setting up your Apple and Google developer account and launching the app through the store under your name. You will own the app after you pay your final invoice, and all IP, copyright and source code will be transferred to you.

WEB APP DEVELOPMENT

The web app portion of this proposal is for developing a web based admin dashboard with location data analytical features. We'll be building the web app in React.js for frontend, utilizing the same backend (API and database) with the mobile app. After the final invoice is paid, all IP, copyright and source code will be transferred to you.

TEXT CONTENT

Writing or editing any text copy is not included in this contract.

IMAGES

Stock photos are included in this contract. However, if you would like to supply us with images to use, they will need to be in an editable, vector format or high resolution digital format.

TESTING

We'll test the app on iPhone (6S and later models) and Android (Galaxy Note5 and later models), and you are welcome to test it on your own mobile device.

CHANGES AND REVISIONS

Due to the specific time constraint of this project, we are limiting to one design change revision prior to the end of the 4th week of the project's starting date.

ERRORS

We can't guarantee that our work will be error-free (we're human!) so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

2.0 Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your mobile app and to cooperate with us in expediting the work.

3.0 Charges for Services Performed

3.1 Functionality or feature requests above and beyond those listed in this proposal will be considered out-of-scope and will not be included in this contract.

4.0 Terms of Payment

4.1 BILLING SCHEDULE

The total budget for this project: \$48,500.00

Intoxic8 Studio, LLC will invoice Tompkins Workforce New York for \$24,250 (50% of the budget) at the time of signing this contract as deposit. Intoxic8 Studio, LLC will invoice Tompkins Workforce New York for \$12,125 (25% of the budget) before QA and Testing taking place (on or about the week of September 7th, 2020). The remaining \$12,125 (25% of the budget) will be invoiced right after mobile app submission (on or about the week of September 21, 2020).

4.2 CLIENT AGREEMENT TO PAY

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

You agree to pay our initial (1st) invoice upon receipt which will act as a deposit for the project. Every invoice after that will have 15 day payment terms, no later than September 30th, 2020. In the event payment is not made within 15 days, Intoxic8 Studio, LLC will charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs Intoxic8 Studio, LLC pays for carrying overdue invoices from Tompkins Workforce New York. In addition, Intoxic8 Studio, LLC reserves the right to stop work until payment is received.

4.3 COLLECTION COSTS

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

5.0 Cancellation of Plans

You have the right to reject, cancel or stop any and all plans or work in process. However, you agree to either forfeit the deposit or reimburse us for all costs and expenses we incurred prior to the cancellation, whichever is higher.

6.0 Responsibilities of Intoxic8 Studio, LLC and Tompkins Workforce New York

6.1 INTOXIC8 STUDIO, LLC'S RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

6.2 CLIENT RESPONSIBILITY FOR RELEASES

You guarantee that all elements of text, images, or other artwork you provide are either owned by you, or that you have permission to use them.

6.3 ENTIRE AGREEMENT

You'll own the mobile app and the visual elements that we create for this project. We'll give you the source code and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

6.4 CLIENT RESPONSIBILITY FOR ACCURACY

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

7.0 Confidentiality

Intoxic8 Studio, LLC acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Intoxic8 Studio, LLC on behalf of Tompkins Workforce New York or disclosed by Tompkins Workforce New York to Intoxic8 Studio, LLC.

8.0 Term and Termination

8.1 PERIOD OF AGREEMENT AND NOTICE OF TERMINATION

This Agreement shall become effective as of the date of signing and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

8.2 TERMINATION FOR CAUSE

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

8.3 PAYMENT FOR NON-CANCELABLE MATERIALS?

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the Tompkins Workforce New York, that any such materials and services, are non cancelable.

8.4 MATERIALS UNPAID FOR

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

8.5 TRANSFER OF MATERIALS

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Tompkins Workforce New York to Intoxic8 Studio, LLC, Intoxic8 Studio, LLC shall transfer, assign and make available to Tompkins Workforce New York all property and materials in its possession or control belonging to Tompkins Workforce New York. Tompkins Workforce New York agrees to pay for all costs associated with the transfer of materials.

9.0 General Provisions

9.1 GOVERNING LAW

The laws of the state of New York govern the rights and obligations of Tompkins Workforce New York and Intoxic8 Studio, LLC under this Contract, without regard to conflict of law principles of that state.

9.2 REPRESENTATIONS AND WARRANTIES

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

9.3 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

9.3 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

NEXT STEPS

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
6. We'll email you a separate copy of the signed contract for your records.
7. If you'd like to discuss further, please don't hesitate to let us know and we will set up a zoom meeting.



SIGNATURE

Ming Liu

Ming Liu

Intoxic8 Studio, LLC



SIGNATURE

Mary McLaughlin

Mary McLaughlin

Tompkins Workforce New York

Your Dream Your Team Contract

By Catapult Games, Inc. | August 3rd, 2020

Overview

YDYT helps connect people with disabilities(users) to local employment, education and opportunity programs (Agencies). To drive further engagement with a more diverse set of users, YDYT needs a mobile application that provides a subset of the features currently provided on the conventional website.

Project Scope

Core User Features

Users should be able to log in to the app and maintain a personal profile. After filling out a series of questions, the user will be matched with a shortlist of the best organizations and programs that apply to their personal situation.

The user should then be able to view the agencies and read more about their programs.

The user should be able to select the agencies that they like the most and submit their information to the agency.

The user should be able to use the application on either IOS or Android Devices.

Agency Features

Agencies should be able to log-in and edit their agency information.

They should be able to view a list of all of the users that have submitted their profiles.

They should be able to view the details of each submitted profile and contact the users through either email or phone.

Requested Features to be excluded

- Meeting Scheduling
 - The specific platform we will likely use does not schedule meetings
- Uploading Files
 - Uploading files and email integration could potentially add complex support issues and additional monthly cost. We would like to include this feature if possible, but it will require more research.

Product Design Principles

The user interface should be designed with accessibility in mind. We will design and test for compatibility with screen readers and other accessibility systems.

The client does not have a great deal of technical resources at their disposal, so our approach will be to design the app using tools that require very little support over the long term.

The client should be able to easily add and edit most data within the application without intervention from our engineering team. This will include adding new agency information. There will be no limit on the number of agencies that can be added. Administrators of the application will be able to update all information through a series of well documented spreadsheets.

The application should be able to scale properly from a few hundred users to a few thousand without any increase in hosting cost or additional support.

Timeline and Cost

The project should take about 8 weeks to complete.

The cost of development will be \$49,000. This will include design, development, testing, and deployment. This will also include documentation on how to administer the application.

The cost of hosting will be about \$50 per month, billed yearly. The first year of hosting will be included in the development cost.

Deliverables

Upon completion of the development process, the following will be provided to the client.

- The feature-complete, cloud hosted application
- Documentation on how to manage and administer the data on the application backend.
- Documentation on how to use the application as a user and as an agency.
- Credentials to manage the application.

Support

We will provide 1 year of support after delivery of the application. This support will include managing any updates that are necessary to keep the app live and functioning and fixing any critical issues that may appear after delivery. This will be included in the development cost.

Dependencies

To make the product as complete as possible, we will need a few things from the client.

- Names, Logos, contact information, and descriptions for all partnering agencies.
- Contact with the team that manages the YourDreamYourTeam.com domain
- Logos, images, and descriptions for the Your Dream Your Team program/organization
- An understanding of the criteria that make a particular Agency a good fit for a particular user.
- All questions and information that should be included on YDYT profile forms.

Payment Schedule:

\$49,000 will be paid to Catapult Games after the client has received all specified deliverables. This will be in the form of a check made out to Catapult Games, Inc. This payment will be sent to 5 Van Buren Ln, Schenectady, NY 12302 postmarked no later than September 30th, 2020.

Terms and Conditions:

Whereas Catapult Games, Inc. shall be referred to as “the Company” and CDO Workforce as “the Client”

1. Any scope of work not specifically listed in the product specifications or project description outlined above shall be considered outside of the project scope and will require a revised quote from the Company.
2. This quotation is our best estimate, based on information provided by the Client, and is valid for 30 days unless otherwise stated in a written, dated, and signed document furnished by Principals of the Company.
3. Project schedule and timeline- for mutual benefit and in the interest of efficiently moving the project(s) through the stage gate process outlined above, it is expected that all members of the product development team, from the Company, and the Client, will complete their assigned task(s) within a reasonable and agreed-upon period. As each task varies in complexity and scope, assignments will be delegated to team members, as appropriate, and the team will agree on the amount of time to be allotted to complete each task.
4. Limitation of Liability- The Client and the Company hereby acknowledge that each understands the risk that the project may not be successful. As a consequence, either party shall not be liable to each other, or any of their respective affiliates, for any indirect, incidental, special, consequential or punitive damage or loss, or for any claim by any third party, including but not limited to loss of production time, profits, revenue or business.
5. Indemnification- The Client agree to indemnify the Company and its employees from and against any and all liability, claims damages and other expenses (including attorneys' fees, court costs, and litigation expenses) arising out of or relating to any claim or action, regardless of form, concerning any breach of this agreement by the Client, any acts or omissions by the Client relating to their performance hereunder, and any claim of third parties arising out of this agreement.

The Client assumes full responsibility for testing, verifying and assuring the accuracy, mechanical feasibility and safety of all product designs and other services performed or materials prepared by the Company. All safety and regulatory testing and approvals are the responsibility solely of the Client.

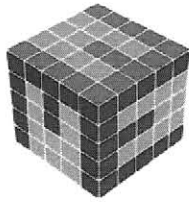
The Client hereby indemnifies and holds harmless the Company and its officers and employees from and against any lawsuits, actions, causes of action, costs and expenses in connection with this Agreement or the Services or Work Product. The aforesaid indemnity includes but is not limited to those arising out of a failure by the Client or others to use or manufacture finished products as designed, furnished or to be furnished to the Client by the Company except to the extent caused by the gross negligence or willful misconduct of the Company.

6. Warranty- the Company warrants and represents that the services performed under this Agreement will be performed with the care and skill ordinarily exercised by members of the trade performing similar work.

7. Governing Law- This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, United States of America, without regard to conflict of laws principles.

8. Dispute Resolution- In the event of a claim or dispute between the parties arising out of or relating to this agreement, the project managers for each party will work with one another to resolve any such dispute to the mutual satisfaction of the parties. If there are any such controversies, claims or disputes arising out of or relating to this agreement that cannot be resolved by the project managers for the parties and cannot otherwise be settled through negotiation between the parties, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") in its offices in New York, USA, under AAA's Commercial Mediation Procedures.

9. Force Majeure- If the performance of this agreement or of any obligations hereunder is prevented, restricted or interfered with by reason of fire, or other casualty or accident, strikes or labor disputes, inability to procure raw materials, power or supplies, acts of terrorism, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and whenever such causes are removed, shall give prompt notice thereof and shall continue performance hereunder with the utmost dispatch.



Medical Web Experts™

CDO Workforce

Mobile App Proposal

July 8th, 2020

AUTHORS

Name	Email	Role
Paul Galbraith	paul.g@medicalwebexperts.com	Director of Business Development

REVISION HISTORY

Date	Version	Description
08/28/2019	v1.0	Initial Version



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Letter from Director of Business Development

Dear Mary,

Thank you for giving Medical Web Experts the opportunity to partner with your organization to develop a next-generation mobile app for young disabled Americans in need of career development assistance.

To earn your confidence we've included information about our company's history, long-term viability, and the clients who have trusted – and continue to trust – us with their projects. For over 15 years, we've maintained a strong advantage over our competition due to our:

- **Sole focus on medium-to-large-sized healthcare organizations.**
- Advanced expertise in healthcare regulations (ie. HIPAA, ADA, GDPR). **MWE has undergone an Optum new vendor audit** and has an **ONC-certified patient portal** product.
- **Deep understanding of product lifecycles**, having developed and successfully launched our own products, including the [Universe mHealth App Platform](#) and [Bridge Patient Portal](#).
- Extensive experience in **mobile apps and patient portals**. We're currently supporting, maintaining and hosting multiple mission-critical applications that contain PHI, including mobile apps for companies like **Westmed Medical Group** and **Baylor Scott & White Health**.

Furthermore, MWE is the right vendor for this project from a value perspective. MWE will deliver this project at the cost and timeline we commit to in the contract, and we're willing to incur penalties for failure to do so. MWE leverages the following strategies to keep costs and timelines down:

- **Utilization of the latest technologies**, such as React Native, which enables a single code base for web, iOS and Android.
- **Ability to navigate healthcare interface challenges**, having successfully interfaced with over 15 EHR/RCM/RIS/LIS/PM solutions.
- **Lower hourly rates** than most of our competitors.
- **Experience completing many projects**. We enter projects with confidence and are comfortable setting budget limits and preventing budget overrun.

We look forward to working with you and are available by phone, email, or to meet in your office for any further questions.

Sincerely,

Paul Galbraith, Director of Business Development.



1. Project Overview

With a mission to create partnerships between workers and employers that lead to long-term growth and prosperity for both, Chenango-Delaware-Otsego Workforce (“CDO”) aims to help job seekers find, manage, and develop a career; and help employers find the workers they need.

To further that mission, CDO received federal funding to provide young disabled Americans with digital tools needed for career development. Part of the grant was spent on optimizing the website (www.cdoworkforce.org). While this has improved the look and feel of the website and enhanced brand identity, the organization has concerns about how accessible and useful it is for their target market (i.e. people with disabilities aged 14-24).

To address these issues, CDO has requested that Medical Web Experts (“MWE”) put together a proposal for the development, hosting, and maintenance of a mobile app.

Based on information received during calls and emails, MWE’s technical and business development teams put together this proposal, which describes the app’s Phase I requirements, lists backlog items for long-term expansion, and explains why Medical Web Experts is uniquely suited to bring this project to successful completion.

2. MWE Company Overview

2.1 Track Record, Financial Strength, and Long-term Viability

Medical Web Experts began in 2003 in a different company and was spun off in 2008. Today, as a employee-owned business with 35 staff members, headquartered in Dallas, Texas, MWE provides innovative solutions for the toughest health IT challenges facing some of the strongest players in enterprise healthcare, including:

- Baylor Scott & White Health
- Westmed Medical Group
- Cleveland Clinic Abu Dhabi
- Medstar Washington Hospital Center
- PM Pediatrics
- Saudi Ministry of Health
- Center for Human Reproduction
- UMass Memorial Medical Center

Medical Web Experts is a profitable, debt-free business which has spun off two successful products. We are diversified across both the product and service businesses and focus solely on healthcare. As we



have never received outside investment (and have no need for such investment), we are not on a path to acquisition or focused solely on returning profits to investors. We are, therefore, autonomous and make decisions that bring long-term company stability and growth. Furthermore, we are not engaged in any legal conflicts or lawsuits. We maintain an A+ rating in the Better Business Bureau.

2.2 Company Size & Structure

We are a team of 35 staff. All staff are owned by the company, and we generally do not subcontract unless a project requires a unique expertise.

2.2.1 Team Size

Project team sizes are as follows (excluding management and administration):

- Development/QA: 10
- Design: 2
- Marketing: 6
- Client & Project Management: 4
- Universe mHealth Product: 4 (some overlap with other teams)
- Bridge Patient Portal Product: 9 (some overlap with other teams)

2.2.2 Location

MWE has team members spanning the globe, from New York to Berlin, from Barcelona to Buenos Aires.

The product owner and primary point of contact assigned to your account would be based in Manhattan.

All of our developers are based in Argentina, mostly in Buenos Aires. Our entire team is bilingual (English and Spanish) and all client-facing staff are fluent or native English speakers.

2.3 Products & Services

All of MWE's products and services focus solely on the healthcare industry and include the following:

2.3.1 Services

- Mobile Application Development (iOS and Android)
- Website Design & Development



- Web Application and Portal Development
- Marketing (i.e. Content Writing, SEO, PPC, Branding, Video, Graphics)
- Compliance and Security Audits (i.e. ADA, HIPAA, GDPR)
- HIPAA-compliant Hosting

2.3.2 Products

MWE is constantly developing its own products for the benefit of its customers. Below is a list of products developed in-house:

- Bridge Patient Portal
- Universe mHealth App Platform
- MWE Cloud (HIPAA-compliant Hosting Service)
- HIPAA-compliant Forms
- HIPAA-compliant File Transfer Solution (in development)
- Website Audit Tool
- ADA Audit Tool

3. Project Implementation

3.1 Project Team

- **Jared Mauskopf (Product Owner)** - Based in Manhattan, Jared is MWE's CEO and has led dozens of high-value marketing and development projects for enterprise healthcare clients. Jared brings excellent cross-functional communication skills, an eye for design, and regulatory knowledge to all of his projects to ensure scalable, high-quality client solutions. Jared holds a BA in English Literature from Boston University. [Linkedin Profile](#)
- **John Deutsch (Compliance Officer)** - John Deutsch is a seasoned executive with 18 years of healthcare IT business ownership experience specializing in HIPAA compliance, patient engagement, marketing and software/web development. He takes an active role in the architecture and design of custom development projects and products produced by MWE. John is also the founder and CEO of Universe mHealth and Bridge Patient Portal. [LinkedIn Profile](#)
- **Lionel Cuevas (Solution Architect)** - Lionel is MWE's CTO. In addition to his work for MWE, Lionel has worked on accounts for Bally Systems, Electronic Arts, Konami, and National Geographic. He has unparalleled technical competence and approaches solutions from a perspective that balances compliance, performance, functionality, and usability. Lionel is



involved not only in day-to-day programming for our clients, but also provides mentoring, code revision, and training on new technologies for our full development team. [LinkedIn Profile](#)

- **Paul Galbraith (Account Manager)** - Paul is MWE's Director of Business Development and a Senior Account Manager. Not only does he help clients identify needs during the sales phase, but he also nurtures projects through to completion, giving him a full understanding of some of the healthcare industry's biggest players, from initial call to project completion. Paul has managed over 100 projects, many for Medical Web Experts' most enterprise-level clients. Paul holds a BA in Business, Economics, and Social Studies (BESS) from Trinity College Dublin and a Diploma in Digital Marketing & Advertising from University of Buenos Aires, Argentina. [LinkedIn Profile](#)
- **Tomas Romano (Project Manager)** - Tomas is MWE's Delivery Director and he has brought dozens of enterprise-level mobile app, website, and patient portal projects to successful launch and subsequent expansion. Throughout project implementation, he creates documentation and keeps it up-to-date, ensures that the team stays well-informed, and is responsible for project milestones being met on time, within budget, and to Client expectations and specifications. Tomas holds a BA in Industrial Engineering from Universidad Tecnológica Nacional (Buenos Aires). [LinkedIn Profile](#)
- **Pablo Bullian (Infrastructure & Security Manager)** - Pablo is MWE's CISO. He architected and manages MWE's HIPAA-compliant hosting infrastructure. He is an Amazon Web Services (AWS) Certified Solutions Architect and is about to receive a Masters degree from the University of Buenos Aires in Computer and Information Systems Security and Information Assurance. He has a passion for all things related to cybersecurity and cloud hosting and publishes a MWE's monthly cybersecurity newsletter. [LinkedIn Profile](#)
- **Carlos Cucurullo (Design & UI/UX Lead)** - Carlos has been MWE's Design & User Experience Director for over 10 years. He has a unique ability to help clients verbalize their desired design language, and tailors the design, user interface, and user experience of every project to a client's unique goals. [LinkedIn Profile](#)

3.2 Project Methodology

MWE follows an Agile development methodology. We've been using this methodology for over 5 years, and it has been refined many times.

The project will begin with a kick-off call that acquaints all team members and familiarizes all parties with the project's goals and expectations.



Based on the kick-off call and proposal, MWE will create a project plan that includes a timeline of milestones, deliverables, and materials needed from the Client.

Once the project plan is approved, MWE will begin implementing the project in sprints of organized work lasting 1 or 2 weeks.

An Account Manager will maintain close communication with the Client and send status reports throughout the project. Additionally, meetings with the Client will occur as the project plan's milestones are reached. These milestones will be reviewable either in a staging (or test) environment accessible by the Client, or via screenshare. For design-related milestones, up to two organized revision rounds are in this project's scope. Project will continue upon Client sign-off of each milestone.

3.3 Source Code Ownership

As this will be a custom project, CDO will own the source code.

3.4 Data Security, Uptime, and Disaster Recovery Standards

Medical Web Experts works in partnership with Google and Amazon Web Services to provide customers with HIPAA-compliant hosting solutions. [This link](#) offers details on MWE Cloud, MWE's HIPAA-compliant hosting service.

Uptime is guaranteed by our [Service Level Agreement](#).

In terms of system audits, we perform twice-annual internal audits, a once-annual external audit, constant HIPAA server scans via CloudFlare, and frequent client audits.

We maintain a 30+ page Business Continuity Plan which covers all aspects of our disaster recovery plan. We can provide access to this plan via an online demonstration.

3.5 History of Data Breaches

None.



4. Phase I Solution Requirements

CDO has proposed – and MWE agrees – that dividing implementation into multiple phases is the best approach. This section lists requirements for the features that will be included in Phase I.

4.1 Platforms

The app will be available on iOS and Android operating systems and will be optimized for mobile devices.

4.2 Features

When a user launches the app, the app will prompt the user to select one of two features:

1. Find My Team
2. Manage My Team

4.2.1 Find My Team

When a user selects “Find My Team”, the app will prompt the user to answer a short survey asking the user where they are from, what disability do they have, and so on. Based on the users responses, the app will display contact information for the nearest CDO office to contact and relevant CDO staff members to speak with.

The app will provide users with a script to help them speak to the contact, including some follow up questions.

4.2.2 Manage My Team

When a user selects “Manage My Team”, the app will display three forms to help users structure their career development tasks:

1. Agenda Builder
2. Action Plan
3. Communication Plan

Each form will have 2-3 fields (e.g date, time, etc.) and a text box so users can enter their notes.



Users will be able to download the forms to PDF (with the intention of then sending them outside of the app to their contact via email).

4.2.2.1 Notes/Assumptions

- MWE understands that CDO has 15 agencies/locations, with around 5 staff members per location. This will be the database of contacts for the Find My Team feature.
- CDO to provide content for the survey and the script in the Find My Team feature.
- Communication between the user and CDO will take place outside of the app.
- Users will not need to register, create a profile, or sign in to use the app.
- This proposal does not include integrations with any third-party systems (e.g. EHRs).
- MWE assumes that the answers to the survey do not need to be stored, or sent to CDO admin.
- MWE assumes that the phase one app will not need to save entries/PDFs. Client has expressed an interest to add tracking/storage in a phase two of development, but this is not included in this proposal.

4.3 ADA Compliance

The Americans with Disabilities Act (ADA) was passed by Congress in 1990 to prevent discrimination against people with disabilities as employees and recipients of services. Now, the public and legal focus on the ADA has been revived in the digital age. Recently, there has been a surge in complaints and lawsuits against healthcare providers and businesses across a range of industries because their websites are not accessible to people with disabilities.

While the ADA predates mainstream internet usage, since 1995 the US Department of Justice (DOJ) has indicated that the Act applies not only to covered entities' physical places of business, but digital ones, including websites and mobile apps. Despite this indication, neither the DOJ nor Congress has issued clear guidance on what constitutes compliance. Further, based on the current political climate, that guidance is not expected anytime soon.

The lack of clear rules has left judges no option but to legislate from the bench, with only one widely accepted standard to base decisions on: the WCAG.

For organizations that must be ADA compliant, accessibility of mobile apps should follow Web Content Accessibility Guidelines (WCAG) standards including multimedia access (captioning and audio description).



WCAG does not specifically address mobile apps, however, the principles, and success criteria outlined in WCAG are relevant to mobile apps.

4.3.1 WCAG: The De Facto Standard

The World Wide Web Consortium (“W3C”), which considers itself an “international community that develops open standards to ensure the long-term growth of the Web”, has issued various iterations of their Web Content Accessibility Guidelines (“WCAG”) to address mobile compliance with the ADA.

The recommended measures address the following disabilities:

- Blindness & low vision
- Deafness & hearing loss
- Learning disabilities
- Cognitive limitations
- Limited movement
- Speech disabilities
- Photosensitivity
- Combinations of the above

Compliance requirements fall mainly into the following categories:

- **Coding.** Does a mobile app meet current operating system compatibility and coding standards?
- **Mobile optimization.** Does a mobile app have mobile-optimized navigation, resizable text, and reasonably sized click fields?
- **Readability.** Do mobile pages – including all text, image, and video content – include detailed, accurate descriptions and tags? Do text and background colors contrast sufficiently with one another?
- **Understandability.** Does a mobile app help users avoid and correct mistakes? For example, do forms contain clear and specific error messages?
- **Navigability.** Is a mobile app’s code and content compatible with assistive technology such as keyboard navigation and Voiceover?

There are three levels of WCAG standards: A, AA, and AAA. AA is considered the de facto standard for most businesses. The AAA standard is recommended only for businesses whose primary clientele is disabled, and as such, the mobile app outlined in this proposal should meet this standard.



4.3.2 Risks

While it's unlikely that the DOJ will actively prosecute offenders for noncompliance in the near future, there can be substantial legal risk in noncompliance.

The number of ADA lawsuits filed has increased substantially and steadily over the past few years, with lawsuits filed in 15 states in 2017 – the majority coming from New York and Florida.

Defendants named in these lawsuits include entities as varied as Tenet Healthcare (which operates a number of hospitals in Florida), Wellpoint, CAC Florida Medical Centers, Winn Dixie, Nike, and Domino's.

Of course, there's also the non-legal but practical risk that disabled current or potential patients, family members, providers, and other partners will want – but won't be able – to access information and/or services on your website.

4.3.3 Benefits of Compliance

There are two obvious benefits of meeting some form of ADA compliance standards:

- Reduced risk of litigation
- Improved experience for disabled users

4.3.4 ADA Audit

MWE will audit the mobile app (on iOS and Android) to ensure the system is in line with the AAA standard of ADA compliance.

MWE tests compliance with the following:

- Web Content Accessibility Guidelines 2.1 (WCAG 2.1 - 2018) (Checked to level AAA)
- Section 508 of the Rehabilitation Act - 82 FR 5790 (2017)
- JAWS Screen Reader Compatibility (Checked from version 13)
- NVDA Screen Reader Compatibility (Checked the latest version)
- VoiceOver Screen Reader Compatibility (Checked the latest version)
- PDF/UA - Matterhorn Protocol 1.02



5. Hosting and Maintenance

5.1 Hosting

MWE understands that the phase one mobile app will not need to save, store, or track data. In this scenario, app hosting services are not needed. As a general rule of thumb, Clients can expect to save between \$3-5k/year when not having to host their application.

5.2 Maintenance and Device Compatibility

5.2.1 Background

To ensure a development project meets a Client's and its users' functional and security expectations for as long as possible, it **must** be maintained.

MWE performs maintenance as part of a maintenance package subscription. This section details different tiers of maintenance packages.

5.2.1.1 What is software maintenance?

Software maintenance is an ongoing activity that begins after development is completed and ensures a project's longevity. The Institute of Electrical and Electronics Engineers (IEEE) defines it as "the modification of a software product after delivery to correct faults, to improve performance or other attributes, or to adapt the product to a modified environment."

Maintenance can be done reactively and/or proactively. Both are important. Reactive work involves addressing bugs, security threats, and technical & compliance changes as they appear. Proactive work anticipates issues and prevents them from impacting the system and end users.

Maintenance addresses:

- Stability
- Scalability
- Security
- Compliance



5.2.1.2 Is maintenance required?

Yes, maintenance is required.

5.2.1.3 Which package should you subscribe to?

Clients who do not subscribe to maintenance packages pay for things such as bug fixes and system updates on a case-by-case basis. Under this model, Clients often forego proactive maintenance and neglect potential problems until it's too late, directly affecting end users. Maintaining a project in this way leads to higher costs, greater risk, lower efficiency, and decreased user satisfaction.

5.2.2 Maintenance Packages

Clients can subscribe to one of the following tiers of maintenance packages:

- Tier 1: Platinum
- Tier 2: Gold

The Platinum and Gold tiers include reactive and proactive maintenance of the application and advanced monitoring, security, and bug fixing.

Only the Platinum package, however, includes allotted hours for:

- compliance-related changes,
- scalability monitoring and changes (i.e. monitoring and adapting to increased usage levels, perhaps as a result of a planned trade show or marketing efforts), and

The following table describes what is included and not included in each maintenance tier:

Category	Description	Platinum	Gold
		<i>Premium Compliance, User Interface, and Scalability Updates.</i>	<i>Advanced Monitoring & Security, Bug Fixing, and Flagship Device Updates</i>
		<i>Advanced Monitoring & Security, Bug Fixing, and Flagship Device Updates.</i>	
Monitoring & Security	Access to MWE's support ticketing system		



	Basic security patches		
	Basic security ("SSL") Certificate (1)		
	Basic automated ("unit") testing after maintenance		
	Manual testing on supported browsers and resolutions after maintenance		
	Developer Program Fees (iOS/Android)		
Adaptive	Compliance-related (i.e. HIPAA, Americans with Disabilities Act, GDPR European privacy regulations, etc.) changes	Up to 24 hours annually	
	Updates to user interface for flagship Apple and Samsung devices	Up to 16 hours annually	Up to 16 hours annually
	Updates to third-party dependencies		
	Updates to source code libraries		
Corrective	Fixing user interface bugs (not related to third-party integrations) for Category 1 devices		
	Fixing functional bugs (not related to third-party integrations) on Category 1 devices		
	Fixing app crashes on Category 2 devices		
Preventative	Monitoring of scalability potential, recommendations for improvements, and assessments of anticipated issues (i.e. an approaching high-traffic marketing campaign)		
	Implementation of scalability improvements	Up to 16 hours annually	

5.2.2.1 Supported Devices & Operating Systems

Below is MWE's current list of covered supported devices and operating systems ("Device Compatibility List") for mobile applications.



CATEGORY 1	CATEGORY 2
iPhone XS, XS Max	iPhone 11, Pro, Pro Max
iPhone XR	Google Pixel 4, 4 XL
iPhone X	
iPhone 8, 8 Plus	
iPhone 7, 7 Plus	
Samsung Galaxy S10, S10+	
Samsung Galaxy Note10, 10+	
Samsung Galaxy S9, S9+	
Google Pixel 3, 3 XL	
iPad Pro, 3rd Generation	
iPad Air, 3rd Generation	
iPad, 7th Generation	
iPad Mini, 5th Generation	
Samsung Galaxy Tab S6	
Samsung Galaxy Tab S5	
OPERATING SYSTEMS Apple: iOS 12, 13 Android: 9, 10	

- MWE updates this Device Compatibility List every 4 months to reflect current US market share. (Last update was in February 2020)
- Flagship devices released by Apple and Samsung will be added to the Category 2 list within 6 weeks of their US launch date, and will be added to the Category 1 list within 1-2 List update cycles.
- If Client wishes to extend compatibility to new hardware/OS's prior to the List being updated, pricing would adjust to accommodate a wider scope.



- MWE will test on Category 1 devices only. For Category 2 devices, MWE will address bug reports submitted by Client.
- For efficiency purposes, not all combinations of operating systems and devices will be tested. However, if MWE receives reports from Client on bugs related to supported OS/device combinations, MWE will address them.

5.1.2.2 Compatibility at Initial Launch

At the initial launch of a mobile app, MWE will support the Device Compatibility List that is current at project start.

6. Future Phases

As a company that has developed many of their own products, MWE understands the importance of approaching a project in multiple phases. It's important to launch a minimum viable product (MVP) not only for budgetary reasons, but also because concepts must be tested and user feedback collected throughout the life of a solution. Starting that feedback-gathering process sooner, rather than later, will allow for a more flexible development approach. Our organization is wired to work in this way, anticipating future needs and building a flexible foundation to accommodate these needs.

The below functionality will be reserved for future phases.

- Storing data submitted in survey and forms.
- Expansion to a responsive web application that will be available on desktop. This would include the ability for users to securely communicate and share information/documentation with employers.
- Classes and events, including registration and embedded maps
- Integration with the website blog, providing users with additional career-related resources
- Additional language support
 - Each language will require professional translation services, some of which MWE can provide.
 - Each language will need to be coded individually.



7. Timeline & Pricing

7.1 Timeline

8-10 weeks from project start (for development, audit, and testing).

- Project will start within 5 business days of receipt of initial payment.
- To ensure as smooth and productive an experience as possible, MWE will require active and timely participation (within 2 business days) from Client.

7.2 Pricing

7.2.1 Initial Development & ADA Audit

The below pricing includes a **20% bulk discount**, under the assumption that client subscribes to a Platinum or Gold maintenance plan.

Resource	Total Project Hours	Standard Hourly Rate	Project Cost
Senior Development	130	\$135	\$17,550
Executive Compliance Consulting, Development & Oversight (CEO, CTO, CISO)	30	\$190	\$5,700
Quality Assurance & Compliance Testing	10	\$135	\$1,350
Senior Account & Project Management	15	\$150	\$2,250
DevOps (Development & Operations)	10	\$135	\$1,350
Design	25	\$135	\$3,375
Sub-total			\$31,575
Less 20% Bulk Hours Discount			\$6,315
Total			\$25,260



7.2.2 Ongoing Costs

7.2.2.1 Device Compatibility & Maintenance Packages

CDO must subscribe to one maintenance plan tier, on a monthly or annual basis. The prices below reflect MWE packages that support both Android & iOS platforms.

	Platinum (Recommended)		Gold	
	Discount	Total	Discount	Total
Monthly		\$2,000		\$1,500
Annual	30%	\$16,800	20%	\$14,400

- Annual packages are invoiced at the beginning of each covered year, in full.
- Monthly packages are invoiced at the beginning of each covered month, in full.
- In the case of cancellation, refunds will not be provided. Cancellation of monthly services requires 30 days' notice.
- For items that include allotted hours:
 - Hours do not roll over into the following period.
 - Hours must be applied to their associated item only.

7.2.3 Future Phases

This proposal is for Phase I items only. Upon or near completion of Phase I, MWE can define requirements for and quote later-phase items accordingly.

7.2.4 Out of Scope Work

Work or consulting related to phases beyond what is considered "in scope" will be billed under a Time & Materials modality against our normal hourly rates, outside of project budget. Medical Web Experts' full service offering, in addition to the services used in performance of this proposal, includes:

- Online Marketing
- Custom Website and Web App Development
- Custom Interface Development



7.2.4.1 Hourly Rates

Position	Hourly Rate
Specialists (Development, QA, Network Administrator, System Administrator, Design, Marketing)	\$135
Client Manager / Project Manager	\$150
Compliance Consulting	\$190
Executive Consulting	\$250

7.2.5 Apple & Google Accounts

Publishing an app on iOS will require that CDO have and maintain an Apple account that costs \$99/year. For Android, CDO can either publish from Medical Web Expert's account, or pay \$25/year for their own. If CDO wishes to include an end user license agreement other than Apple or Google's default options, the text must be provided.

7.2.6 Payment Terms for Initial Development

Project will be billed under a Fixed Project Fee modality, with 50% to be paid before the project begins, 25% to be paid after one month of development, and the remaining 25% to be paid upon the completion of the project. Project completion is defined as Client's approval of the app in MWE's test environment. App will be pushed live upon receipt of final payment.

Any alteration to the assumptions or scope of this proposal can impact the cost of project implementation.

8. Proposal Acceptance

Based on our more than 15 years of experience providing full-service digital healthcare solutions, MWE is confident that our team of business analysts, development, and design professionals is uniquely positioned to help CDO provide a best-in-class app experience that will become the basis of its online presence. We welcome the opportunity to partner with you on this project. To accept this proposal or ask any questions, please contact:

Paul Galbraith *Director of Business Development*
(619) 819-5061 / paul.g@medicalwebexperts.com

Your Dream Your Team Contract

By Catapult Games, Inc. | August 10th, 2020

2009 Regent St. Schenectady, NY 12309

Overview

YDYT helps connect people with disabilities(users) to local employment, education and opportunity programs (Agencies). To drive further engagement with a more diverse set of users, YDYT needs a mobile application that provides a subset of the features currently provided on the conventional website.

Project Scope

Core User Features

Users should be able to log in to the app and maintain a personal profile. After filling out a series of questions, the user will be matched with a shortlist of the best organizations and programs that apply to their personal situation.

The user should then be able to view the agencies and read more about their programs.

The user should be able to select the agencies that they like the most and submit their information to the agency.

The user should be able to use the application on either IOS or Android Devices.

Agency Features

Agencies should be able to log-in and edit their agency information.

They should be able to view a list of all of the users that have submitted their profiles.

They should be able to view the details of each submitted profile and contact the users through either email or phone.

Requested Features to be excluded

- Meeting Scheduling
 - The specific platform we will likely use does not schedule meetings
- Uploading Files
 - Uploading files and email integration could potentially add complex support issues and additional monthly cost. We would like to include this feature if possible, but it will require more research.

Product Design Principles

The user interface should be designed with accessibility in mind. We will design and test for compatibility with screen readers and other accessibility systems.

The client does not have a great deal of technical resources at their disposal, so our approach will be to design the app using tools that require very little support over the long term.

The client should be able to easily add and edit most data within the application without intervention from our engineering team. This will include adding new agency information. There will be no limit on the number of agencies that can be added. Administrators of the application will be able to update all information through a series of well documented spreadsheets.

The application should be able to scale properly from a few hundred users to a few thousand without any increase in hosting cost or additional support.

Timeline and Cost

The project should take 8 weeks to complete. The target completion date is September 30, 2020. The go live date is September 15, 2020. The start date of this agreement is August 10, 2020.

The cost of development will be \$49,000. This will include design, development, testing, and deployment. This will also include documentation on how to administer the application.

The cost of hosting will be \$50 per month, billed yearly. The first year of hosting will be included in the development cost.

Deliverables

Upon completion of the development process, the following will be provided to the client.

- The feature-complete, cloud hosted application
- Documentation on how to manage and administer the data on the application backend.
- Documentation on how to use the application as a user and as an agency.
- Credentials to manage the application.

Support

We will provide 1 year of support after delivery of the application. This support will include managing any updates that are necessary to keep the app live and functioning and fixing any critical issues that may appear after delivery. This will be included in the development cost.

Dependencies

To make the product as complete as possible, we will need a few things from the client.

- Names, Logos, contact information, and descriptions for all partnering agencies.
- Contact with the team that manages the YourDreamYourTeam.com domain
- Logos, images, and descriptions for the Your Dream Your Team program/organization
- An understanding of the criteria that make a particular Agency a good fit for a particular user.
- All questions and information that should be included on YDYT profile forms.

Payment Schedule:

\$49,000 will be paid to Catapult Games after the client has received all specified deliverables, within 30 days of the “go live” date. This will be in the form of a check made out to Catapult Games, Inc. This payment will be sent to 5 Van Buren Ln, Schenectady, NY 12302.

Terms and Conditions:

Whereas Catapult Games, Inc. shall be referred to as “the Company” and CDO Workforce as “the Client”

1. Any scope of work not specifically listed in the product specifications or project description outlined above shall be considered outside of the project scope and will require a revised quote from the Company.

2. This quotation is our best estimate, based on information provided by the Client, and is valid for 30 days unless otherwise stated in a written, dated, and signed document furnished by Principals of the Company.

3. Project schedule and timeline- for mutual benefit and in the interest of efficiently moving the project(s) through the stage gate process outlined above, it is expected that all members of the product development team, from the Company, and the Client, will complete their assigned task(s) within a reasonable and agreed-upon period. As each task varies in complexity and scope, assignments will be delegated to team members, as appropriate, and the team will agree on the amount of time to be allotted to complete each task.

4. Limitation of Liability- The Client and the Company hereby acknowledge that each understands the risk that the project may not be successful. As a consequence, either party shall not be liable to each other, or any of their respective affiliates, for any indirect, incidental, special, consequential or punitive damage or loss, or for any claim by any third party, including but not limited to loss of production time, profits, revenue or business.

5. Indemnification- The Client agree to indemnify the Company and its employees from and against any and all liability, claims damages and other expenses arising out of or relating to any claim or action, regardless of form, concerning any breach of this agreement by the Client, any acts or omissions by the Client relating to their performance hereunder, and any claim of third parties arising out of this agreement. The Company agrees to indemnify the Client and its employees from and against any and all liability, claims damages and other expenses arising out of or relating to any claim or action, regardless of form, concerning any breach of this agreement by the Company, any acts or omissions by the Company relating to their performance hereunder, and any claim of third parties arising out of this agreement.

6. The Client assumes full responsibility for testing, verifying and assuring the accuracy, mechanical feasibility and safety of all product designs and other services performed or materials prepared by the Company. All safety and regulatory testing and approvals are the responsibility solely of the Client.

The aforesaid indemnity includes those arising out of a failure by the Client caused by the gross negligence or willful misconduct of the Client to use or manufacture finished products as designed, furnished or to be furnished to the Client by the Company except to the extent caused by the gross negligence or willful misconduct of the Company.

7. Warranty- the Company warrants and represents that the services performed under this Agreement will be performed with the care and skill ordinarily exercised by members of the trade performing similar work.

8. Governing Law- This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, United States of America, without regard to conflict of laws principles.

9. Force Majeure- If the performance of this agreement or of any obligations hereunder is prevented, restricted or interfered with by reason of fire, or other casualty or accident, strikes or labor disputes, inability to procure raw materials, power or supplies, acts of terrorism, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and whenever such causes are removed, shall give prompt notice thereof and shall continue performance hereunder with the utmost dispatch.

Acceptance:

Signature below indicates acceptance of this proposal and the terms and conditions herein.

CDO Workforce:

Title: Risk Manager for County of Tompkins

Date: 8/11/2020

Signature: *Jaqueline Kippola*

Catapult Games, Inc.:

Name: Dane Jennings

Title: CEO

Date: 8/10/2020

Dane Jennings

Signature: _____



INVOICE

Mary E. McLaughlin
Workforce Development Specialist
M: (607) 269-7270 | T: (607) 272-7570 ext. 106
Tompkins Workforce New York

September 30, 2020.

Project: Video Production Series

Total Due: \$16,425.00

Please make checks payable to:
"Park Productions/Ithaca College" and send to:

John Fucile
Roy H. Park School of Communications
Ithaca College
953 Danby Road
Ithaca, NY 14850

Please don't hesitate to call or email if you have any questions or concerns.

Sincerely,

John A. Fucile, M.A., B.A.A.
Director - Park Productions & The Studio

Roy H. Park School of Communications
Ithaca College
953 Danby Rd. Ithaca NY 14850
Room 247
607-274-3451
jfucile@ithaca.edu parkproductions.org icthestudio.org

ITHACA COLLEGE
PARK PRODUCTIONS AGREEMENT

This agreement between Ithaca College and Tompkins Workforce Development sets forth the terms and conditions for services to be provided by Ithaca College Park Productions (hereafter, "ICPP") in relation to a video production project (hereafter, "Project") for Client.

I. SCOPE OF PROJECT

ICPP will produce, five videos as H264/Quicktime media files suitable for web streaming. One "Tour" video approximately 20 minutes; one, "How to/Access" video approximately 5 minutes; one 40-60-minute video centering on "Disability Services"; and two "Workshop preview" videos of approximately 2 minutes each. ICPP will provide creative and production services, including design, directing, production crew and editing. Client shall provide ICPP with a treatment or script of the verbal content and all the basic graphic elements (*logos, etc.*) one week before production of the video. Client shall not provide any source material for incorporation into Project for which Client does not hold copyright.

II. PRODUCTION SCHEDULE, REVIEW AND APPROVALS

Below is the proposed schedule for completing all phases of this project:

Pre-Production: 12/9/19 - 2/3/20

Production: February 2020

Rough Cut Review and Discussion: March 13, 2020.

Fine Cut Review and Discussion: March 20, 2020.

Final Cut Review and Approval: March 27, 2020.

Delivery: April 10, 2020.

III. COST ESTIMATE AND PAYMENT SCHEDULE

The budget authorized by Client is \$16,425, payable upon satisfactory completion of all phases. Ithaca College and Client agree to work together on a mutually acceptable final production budget as the content, schedule and specific production needs for the Project are developed. The final production budget shall be adjusted as actual costs are realized and approved. Upon the delivery of the final approved Project to Client, Ithaca College shall send an invoice to Client with a fee based on the final authorized production budget. The fee shall reflect actual costs of the Project and will be due and payable upon receipt.

IV. CANCELLATION AND POSTPONEMENT

In the event that the projects cancelled or postponed by the Client, Ithaca College will make all effort to minimize cancellation costs to the Client, however Client will pay Ithaca College for all work completed to the date notification is given, including all expenses and any cancellation fees for commitments made by Ithaca College to third party vendors, contractors and suppliers. If Client postpones or cancels within

fourteen (14) days of the first shooting period, Client shall pay Ithaca College all ICPP production fees that were budgeted for the shooting period. Once post-production work has begun, if Client gives notice of cancellation prior to submission of the "rough cut" review, Client shall pay Ithaca College for all editing time incurred and not less than 75% of all ICPP editing fees budgeted for the post-production period. If Client gives notice after submission of the rough cut but prior to delivery of the finished Project, Client shall pay Ithaca College for all remaining ICPP post-production fees budgeted.

Either party may cancel this agreement for the failure of the other party to comply with this agreement by giving the breaching party ten (10) days written notice of the failure to comply. If the breaching party fails to remedy the breach within an additional ten (10) day period, the non-breaching party is entitled to terminate the agreement.

V. ADDITIONAL COSTS & UPDATES

Ithaca College and Client shall work cooperatively to complete the Project as budgeted. Ithaca College shall be as flexible as possible in accommodating Client's needs within the approved budget. Unless specifically stated, the budget does not contain a contingency for additional work that may be required due to revisions, unforeseen delays, or other expenses outside of Ithaca College's control. Any Client-requested changes to work previously approved and finished may result in additional cost to Client. Ithaca College shall notify Client and obtain approval before proceeding with work that results in additional costs.

VI. PROGRAM USE

Upon payment of all invoices, all rights, title and interest in the Project and related creative works, scripts, research, reports, designs, recordings, and graphical representations under this agreement and produced by Ithaca College will belong to Client. Ithaca College will provide copies of all project files for Client's future use.

VII. ADDITIONAL PROVISIONS

It is understood and agreed that Ithaca College is an independent contractor and assumes all responsibility for taxes (with the exception of sales tax) and workers compensation for its employees and subcontractors. Client agrees to indemnify, defend and hold harmless Ithaca College, its students, employees, agents and trustees from and against all claims, liabilities, demands, judgments, damages, losses, costs and expenses, including reasonable attorney fees, imposed upon or suffered by Ithaca College as a direct or indirect result of Client's acts or omissions in relation to this agreement. In addition, Ithaca College shall indemnify and hold Client harmless and its students, employees, agents and trustees from and against any and all claims, liabilities, judgments, losses, demands, causes of action including without limitation any and all costs and expenses (including attorney's fees) imposed upon or suffered by client as a direct or indirect result of Ithaca College's acts or omissions in relation to this agreement.

At all times during this agreement, both parties shall comply with all applicable laws, regulations, rules and policies. This agreement is made pursuant to and is intended to be interpreted under the laws of the state of New York and all disputes related to this Agreement shall be brought in a state court in Tompkins County, New York or the federal court in the Northern District of New York. If a court should find any part of this agreement contrary to law or otherwise enforceable, it may modify such part to the extent necessary to make it enforceable.

This agreement is intended by the parties as a final expression of their understanding. Except where otherwise specified herein, this agreement can be duly modified, assigned or rescinded only by another writing signed by both parties or their duly authorized representatives.

Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, color, disability, national origin, veteran's status, sexual orientation, gender identity or expression, or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, equal employment opportunity, and affirmative action.

The persons signing this agreement represent and warrant that they are legal representatives of and have the authority to execute this agreement on behalf of their respective parties.

ACCEPTED AND AGREED:



John Fucile
Director, Park Productions
Ithaca College



Jacqueline Kippola
Risk Manager

2/11/2020

Date

2/12/2020

Date

Date: 12/19/19



Well Said Media

330 E. State St.
Ithaca, NY 14850
Suite 1R
(607) 273-2403

To
Mary E. McLaughlin
Workforce Development Specialist
Tompkins Workforce New York
Center Ithaca, Suite 241
171 E. State St. Ithaca, NY 14850
p: (607) 272-7570 ext. 106
e: mmclaughlin@tompkins-co.org

STATEMENT OF WORK
FROM
WELL SAID MEDIA
TO
TOMPKINS WORKFORCE NEW YORK

Client Name	Tompkins Workforce New York
Client Manager	Mary McLaughlin
Producer Manager	Devan Accardo
Project Name	Tompkins Workforce New York Video Package (see attached Statements of Work for complete details)
Engagement Duration	Approx. 4 months
Begin Date	Dec 2019
End Date	TBD (Delivery goal: 4/30/20)

Description of Services: Creation of (5) total videos laid out in attached proposals.

Deliverables

- (1) Facility Tour Video (approx. 12-15 minutes)
- (1) How To/Access Video (approx. 3-5 minutes)
- (1) Disability Services Presentation Video (approx. 40-60 minutes)
- (2) Workshop Promo Videos (approx. 2 minutes/each)

Pricing & Terms

Our work will be done on a time and materials basis. If we are able to complete the project in less time than estimated, you will be billed correspondingly less. Conversely, if the project requires effort beyond our estimate (due to additional scope, unforeseen problems, etc.) you will be billed for that additional time. If any circumstances arise which put our estimate into doubt, you will be informed as soon as possible and we will work with you to address these issues. We will notify you immediately of any changes to the scope of the project and insure that both Producer and Client mutually agree prior to



Well Said Media

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commencing any additional work. Our professional fees for all phases are exclusive of travel, out-of pocket expenses, and any applicable sales tax. Customized music, special effects and many other features can be included for an additional charge.

Our estimated fees, based on our production proposals attached, are:

Tour Video: \$5,793.13
How To/Access Video: \$4,384.38
Disability Services Presentation Video: \$1,854.38
Workshop Promo Video: \$5,476.88/ea, x2 = \$10,953.76

Package Total: \$22,985.65
and shall be paid as follows.

- \$11,492.83 Deposit** – due upon approval
- \$2,896.56 (estimated)** – due upon delivery of Tour Video
- \$2,192.19 (estimated)** – due upon delivery of How To/Access Video
- \$927.19 (estimated)** – due upon delivery of Disability Services Presentation Video
- \$2,738.44 (estimated)** – due upon delivery of 1st Workshop Promo Video
- \$2,738.44 (estimated)** – due upon delivery of 2nd Workshop Promo Video

Invoices not paid in full within thirty days of delivery will result in a finance charge of 1.25% monthly.

Shoots cancelled by Client for any reason with less than 24 hours written notice will result in a charge of \$200.

This statement of work is executed against, and hereby incorporates the terms of, the Preferred Vendor Agreement dated 12/19/19 between Producer and Client.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement.

Acknowledged and Accepted:

Well Said Media	Client
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Well Said Media

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Ithaca, NY 14850
Suite 1R
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To
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Workforce Development Specialist
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p: (607) 272-7570 ext. 106
e: mmclaughlin@tompkins-co.org

STATEMENT OF WORK
FROM
WELL SAID MEDIA
TO
TOMPKINS WORKFORCE NEW YORK

Client Name	Tompkins Workforce New York
Client Manager	Mary McLaughlin
Producer Manager	Devan Accardo
Project Name	Tompkins Workforce New York Video Package (see attached Statements of Work for complete details)
Engagement Duration	Approx. 4 months
Begin Date	Dec 2019
End Date	TBD (Delivery goal: 4/30/20)

Description of Services: Creation of (5) total videos laid out in attached proposals.

Deliverables

- (1) Facility Tour Video (approx. 12-15 minutes)
- (1) How To/Access Video (approx. 3-5 minutes)
- (1) Disability Services Presentation Video (approx. 40-60 minutes)
- (2) Workshop Promo Videos (approx. 2 minutes/each)

Pricing & Terms

Our work will be done on a time and materials basis. If we are able to complete the project in less time than estimated, you will be billed correspondingly less. Conversely, if the project requires effort beyond our estimate (due to additional scope, unforeseen problems, etc.) you will be billed for that additional time. If any circumstances arise which put our estimate into doubt, you will be informed as soon as possible and we will work with you to address these issues. We will notify you immediately of any changes to the scope of the project and insure that both Producer and Client mutually agree prior to



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commencing any additional work. Our professional fees for all phases are exclusive of travel, out-of pocket expenses, and any applicable sales tax. Customized music, special effects and many other features can be included for an additional charge.

Our estimated fees, based on our production proposals attached, are:

- Tour Video: \$5,793.13
- How To/Access Video: \$4,384.38
- Disability Services Presentation Video: \$1,854.38
- Workshop Promo Video: \$5,476.88/ea, x2 = \$10,953.76

Package Total: \$22,985.65
and shall be paid as follows.

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- \$2,192.19 (estimated)** – due upon delivery of How To/Access Video
- \$927.19 (estimated)** – due upon delivery of Disability Services Presentation Video
- \$2,738.44 (estimated)** – due upon delivery of 1st Workshop Promo Video
- \$2,738.44 (estimated)** – due upon delivery of 2nd Workshop Promo Video

Invoices not paid in full within thirty days of delivery will result in a finance charge of 1.25% monthly.

Shoots cancelled by Client for any reason with less than 24 hours written notice will result in a charge of \$200.

This statement of work is executed against, and hereby incorporates the terms of, the Preferred Vendor Agreement dated 12/19/19 between Producer and Client.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement.

Acknowledged and Accepted:

Well Said Media	Client
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Well Said Media

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p: (607) 272-7570 ext. 106
e: mmclaughlin@tompkins-co.org

STATEMENT OF WORK
FROM
WELL SAID MEDIA
TO
TOMPKINS WORKFORCE NEW YORK

Client Name	Tompkins Workforce New York
Client Manager	Mary McLaughlin
Producer Manager	Devan Accardo
Project Name	Tompkins Workforce New York Tour Video
Engagement Duration	Approx. 4 months
Begin Date	Dec 2019
End Date	TBD (Delivery goal: 4/30/20)

Description of Services: Creation of facility tour video.

Deliverables

- Pre-production including consulting, location scout, scripting, project outline, shot breakdown, & shoot prep.
- (1) 1-Camera, 4 hour shoot at Tompkins Workforce NY, date & time TBD, capturing wide facility tour shots & segments of TWNY representative explaining services offered.
- (1) 2-Camera, 3 hour shoot at Tompkins Workforce NY, date & time TBD, capturing staged B-Roll of people using services & resources in various spaces in facility.
- (1) 2 hour voiceover recording session at Well Said Media, date & time TBD, capturing several takes of scripted voiceover with TWNY representative to be featured in video.
- Creation of on-screen text highlighting key points
- Editing & delivery of (1) approx. 12-15 minute facility tour video incorporating above deliverables; shall be delivered in digital format. Other formatting can be accommodated for additional charge.



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Our work will be done on a time and materials basis. If we are able to complete the project in less time than estimated, you will be billed correspondingly less. Conversely, if the project requires effort beyond our estimate (due to additional scope, unforeseen problems, etc.) you will be billed for that additional time. If any circumstances arise which put our estimate into doubt, you will be informed as soon as possible and we will work with you to address these issues. We will notify you immediately of any changes to the scope of the project and insure that both Producer and Client mutually agree prior to commencing any additional work. Our professional fees for all phases are exclusive of travel, out-of pocket expenses, and any applicable sales tax. Customized music, special effects and many other features can be included for an additional charge.

Our estimated fees, based on our production proposal above, are:

\$5,793.13

and shall be paid as follows.

\$2,896.57 Deposit – due upon approval

\$2,896.56 (estimated) – the balance of all incurred fees shall be paid upon delivery of the Key Deliverables or termination of this agreement

Invoices not paid in full within thirty days of delivery will result in a finance charge of 1.25% monthly.

Shoots cancelled by Client for any reason with less than 24 hours written notice will result in a charge of \$200.

This statement of work is executed against, and hereby incorporates the terms of, the Preferred Vendor Agreement dated 12/19/19 between Producer and Client.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement.

Acknowledged and Accepted:

Well Said Media	Client
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Well Said Media

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STATEMENT OF WORK
FROM
WELL SAID MEDIA
TO
TOMPKINS WORKFORCE NEW YORK

Client Name	Tompkins Workforce New York
Client Manager	Mary McLaughlin
Producer Manager	Devan Accardo
Project Name	Tompkins Workforce New York How To/Access Video
Engagement Duration	Approx. 4 months
Begin Date	Dec 2019
End Date	TBD (Delivery goal: 4/30/20)

Description of Services: Creation of how-to tutorial video.

Deliverables

- Pre-production including consulting, scripting, & storyboarding.
- (1) 2-Camera, 2 hour shoot at Tompkins Workforce NY, date & time TBD, capturing staged B-Roll showing steps (content TBD depending on topic chosen).
- (1) 1 hour voiceover recording session at Well Said Media, date & time TBD, capturing several takes of scripted voiceover with contracted voice talent.
- Creation of screen captures showing steps in process (depending on topic chosen).
- Creation of motion graphics depicting steps/text highlighting key points.
- Editing & delivery of (1) approx. 3-5 minute tutorial video incorporating above deliverables; shall be delivered in digital format. Other formatting can be accommodated for additional charge.



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Pricing & Terms

Our work will be done on a time and materials basis. If we are able to complete the project in less time than estimated, you will be billed correspondingly less. Conversely, if the project requires effort beyond our estimate (due to additional scope, unforeseen problems, etc.) you will be billed for that additional time. If any circumstances arise which put our estimate into doubt, you will be informed as soon as possible and we will work with you to address these issues. We will notify you immediately of any changes to the scope of the project and insure that both Producer and Client mutually agree prior to commencing any additional work. Our professional fees for all phases are exclusive of travel, out-of pocket expenses, and any applicable sales tax. Customized music, special effects and many other features can be included for an additional charge.

Our estimated fees, based on our production proposal above, are:

\$4,384.38

and shall be paid as follows.

\$2,192.19 Deposit – due upon approval

\$2,192.19 (estimated) – the balance of all incurred fees shall be paid upon delivery of the Key Deliverables or termination of this agreement

Invoices not paid in full within thirty days of delivery will result in a finance charge of 1.25% monthly.

Shoots cancelled by Client for any reason with less than 24 hours written notice will result in a charge of \$200.

This statement of work is executed against, and hereby incorporates the terms of, the Preferred Vendor Agreement dated 12/19/19 between Producer and Client.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement.

Acknowledged and Accepted:

Well Said Media	Client
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



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STATEMENT OF WORK
FROM
WELL SAID MEDIA
TO
TOMPKINS WORKFORCE NEW YORK

Client Name	Tompkins Workforce New York
Client Manager	Mary McLaughlin
Producer Manager	Devan Accardo
Project Name	Tompkins Workforce New York Disability Services Presentaion Video
Engagement Duration	Approx. 4 months
Begin Date	Dec 2019
End Date	TBD (Delivery goal: 4/30/20)

Description of Services: Creation of presentation video.

Deliverables

- Pre-production including consulting & shoot prep.
- (1) 3-Camera, 2 hour shoot at Tompkins Workforce NY, date & time TBD, capturing full coverage of presentation including speaker, example skits, audience reaction shots, and Q&A segment (incl. planted questions to represent frequently asked questions).
- Editing & delivery of (1) full-length (approx. 40-60 minute) presentation video incorporating above deliverables; shall be delivered in digital format. Other formatting can be accommodated for additional charge.

Pricing & Terms

Our work will be done on a time and materials basis. If we are able to complete the project in less time than estimated, you will be billed correspondingly less. Conversely, if the project requires effort beyond our estimate (due to additional scope, unforeseen



Well Said Media

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problems, etc.) you will be billed for that additional time. If any circumstances arise which put our estimate into doubt, you will be informed as soon as possible and we will work with you to address these issues. We will notify you immediately of any changes to the scope of the project and insure that both Producer and Client mutually agree prior to commencing any additional work. Our professional fees for all phases are exclusive of travel, out-of pocket expenses, and any applicable sales tax. Customized music, special effects and many other features can be included for an additional charge.

Our estimated fees, based on our production proposal above, are:

\$1,854.38

and shall be paid as follows.

\$927.19 Deposit – due upon approval

\$927.19 (estimated) – the balance of all incurred fees shall be paid upon delivery of the Key Deliverables or termination of this agreement

Invoices not paid in full within thirty days of delivery will result in a finance charge of 1.25% monthly.

Shoots cancelled by Client for any reason with less than 24 hours written notice will result in a charge of \$200.

This statement of work is executed against, and hereby incorporates the terms of, the Preferred Vendor Agreement dated 12/19/19 between Producer and Client.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement.

Acknowledged and Accepted:

Well Said Media	Client
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Date: 12/19/19



Well Said Media

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STATEMENT OF WORK
FROM
WELL SAID MEDIA
TO
TOMPKINS WORKFORCE NEW YORK

Client Name	Tompkins Workforce New York
Client Manager	Mary McLaughlin
Producer Manager	Devan Accardo
Project Name	Tompkins Workforce New York Workshop Promo Video
Engagement Duration	Approx. 4 months
Begin Date	Dec 2019
End Date	TBD (Delivery goal: 4/30/20)

Description of Services: Creation of promotional video.

Deliverables

- Pre-production including consulting, interview questions, shot breakdown & shoot prep.
- (1) 2-Camera, 2 hour shoot at Tompkins Workforce NY, date & time TBD, capturing a 30-minute interview with the workshop facilitator and 1 hour of B-Roll of the workshop (includes 30 minute interview setup time).
- (2) 2-Camera, 2 hour shoots, locations, dates, & times TBD, each capturing a 30-minute testimonial interview with someone who has participated in the workshop, and 1 hour of staged B-Roll of them applying the skills they learned (includes 30min intvw setup time).

- Editing & delivery of (1) approx. 2 minute promotional video incorporating above deliverables; shall be delivered in digital format. Other formatting can be accommodated for additional charge.



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Pricing & Terms

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Our estimated fees, based on our production proposal above, are:

\$5,476.88

and shall be paid as follows.

\$2,738.44 Deposit – due upon approval

\$2,738.44 (estimated) – the balance of all incurred fees shall be paid upon delivery of the Key Deliverables or termination of this agreement

Invoices not paid in full within thirty days of delivery will result in a finance charge of 1.25% monthly.

Shoots cancelled by Client for any reason with less than 24 hours written notice will result in a charge of \$200.

This statement of work is executed against, and hereby incorporates the terms of, the Preferred Vendor Agreement dated 12/19/19 between Producer and Client.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement.

Acknowledged and Accepted:

Well Said Media	Client
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MASTER SERVICE AGREEMENT

This Master Service Agreement ("**Agreement**") dated as of this 19th day of December, 2019 (the "Effective Date") is entered into by and between [Client name] _____ of [Client address] _____ ("**Client**") and Well Said Media, with its primary office located at 330 East State Street, Suite 1R, Ithaca 14850 ("**Producer**").

1. **PURPOSE.** Client hereby retains and employs Producer to perform certain Services (defined below) under the terms and conditions of this Agreement. The type and nature of the Services shall be hereafter agreed upon from time to time and shall be set forth in one or more Statements of Work (defined below) executed by both parties.
2. **DEFINITIONS.** Capitalized terms used in the Contract Documents (defined below) shall have the meanings given below or in the context in which the term is used, as the case may be.
 - a. "Contract Documents" mean this Agreement, all Exhibits and Schedules hereto and all Statements of Work issued hereunder, as amended from time to time.
 - b. "Key Deliverables" means any tangible materials to be developed by Producer hereunder that are designated in a Statement of Work as being subject to a formal acceptance process.
 - c. "Project Plan" means a document that sets forth at a detailed level the responsibilities and tasks that the parties each have under a particular Statement of Work, as amended from time to time, mutually agreed upon by both parties in writing. Each amended Project Plan, when approved by both parties in writing, will supersede all prior Project Plans with respect to the applicable Statement of Work.
 - d. "Services" mean the consulting, video, animation, audio and/or design development and other professional services provided by Producer pursuant to a Statement of Work.
 - e. "Specifications" mean a mutually agreed upon document describing the characteristics to be exhibited by a Key Deliverable.
 - f. "Statement of Work" or "SOW" means a document substantially in the form attached as Exhibit A agreed upon and signed by both parties under which Producer agrees to perform Services for Client.
3. **SCOPE OF WORK**
 - a. **Authorization to Perform Services.** Each separate project or work assignment hereunder will be authorized by the execution of a SOW.
 - b. **SOW Managers.** Each SOW will identify a Manager for each party who is authorized to give or obtain all information, decisions and approvals of such party relating to the SOW.
 - c. **Consideration of SOW.** Each party acknowledges that its request for or preparation of a SOW does not guarantee that the SOW will be agreed upon and entered into by the other party. Each party agrees to consider in good faith any SOW requested or proposed by the other party.
4. **COMPENSATION**
 - a. **Professional Services Fees.** The method of payment to Producer for performing Services under a SOW will be as stated in the SOW. If the indicated method of payment is "time and materials" or if no method of payment is stated, payment for Services will be on a time and materials basis as defined in Sections 4(a)(i) and 4(b).
 - i. **Time and Materials Basis.** Charges for all Services performed on a time and materials basis will be invoiced and payable monthly, plus Reimbursable Expenses. The rates set forth in a SOW are effective through the end of the calendar year in which the SOW is executed, unless the applicable SOW provides otherwise, and may be changed each year thereafter without notice to Client.
 - ii. **Target-Price Basis.** Except as otherwise specified in this paragraph (ii), charges for Services performed on a target-price basis will be invoiced and payable on a time and materials basis as provided in paragraph (i) above, plus Reimbursable Expenses. The SOW will specify the target-price for the Services (the "Target-Price") and the percentage of any cost underruns and overruns that will be shared by Producer (the "Share"). If the charges for the Services exceed the Target-Price, Producer will provide a

percentage credit, in the amount of the Share against any charges for Services in excess of the Target-Price. If the charges for the Services are less than the Target-Price, Client will pay Producer an amount equal to the Target-Price less the difference between the charges for the Services and the Target-Price multiplied by the Share.

- iii. **Fixed-Price Basis.** Charges for Services performed on a fixed-price basis will be based on the fixed-price specified in the SOW, plus Reimbursable Expenses unless otherwise provided in the SOW. The SOW will specify the percentage of the fixed-price to be paid by Client upon the execution of the SOW. Unless the applicable SOW provides for payments against specific performance milestones, a pro-rata portion of the remaining fixed-price charges will be due and payable on the first day of each month in advance.
- b. **Invoices.** Producer will submit invoices to the Manager at the Client address monthly, in the month following the performance of the Services, and invoices for non-routine expenses Producer incurs pursuant to this Agreement will be submitted to Client from time to time as the amounts come due. Each invoice will identify the SOW to which it relates.
- c. **Reimbursable Expenses.** "Reimbursable Expenses" mean incidental expenses reasonably incurred by Producer in performing its obligations under the Contract Documents, plus a 10% administrative processing fee, including without limitation courier, document duplication, postage, long-distance telephone charges, travel and living expenses, and charges for any non-routine supplies and equipment called for in a SOW or otherwise approved by Client.
- d. **Payment Terms.** All fees and expenses are to be paid to Producer in US Dollars, at the address set forth herein, or as otherwise directed by Producer. All invoices are due and payable in full upon receipt by Client. If there are any good faith disputes related to an invoice, Client will, within ten (10) days from the date of the invoice, pay the undisputed portion of the invoice and notify Producer in writing, and with specificity, of Client's basis for withholding payment of the disputed amount. Disputes with respect to invoiced amounts will be deemed waived if not raised in writing within such ten (10) day period. Upon receipt of Client's dispute notice, Producer and Client will work together in good faith to resolve such dispute in a prompt and mutually acceptable manner. If the dispute is not resolved within thirty (30) days after the date of the invoice, the parties will resolve the issue pursuant to the provisions of Section 14. Client will pay any disputed amounts within five (5) days after any such dispute has been resolved. If Client does not pay an invoice within the time set forth above, Client shall pay interest of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law if less, on all unpaid amounts; this interest will begin to accrue on the eleventh (11th) day after the invoice date and will accumulate on the outstanding balance on a daily basis until paid in full.
- e. **Taxes.** Client shall pay directly or reimburse Producer for any taxes arising out of the Contract Documents or Producer's performance thereunder, excluding taxes on Producer's net income.

5. CLIENT RESPONSIBILITIES

- a. **Client Resources.** Client will provide Producer with timely access to appropriate Client personnel and will arrange for Producer personnel to have suitable and safe access to Client's facilities and systems, suitable office space and associated resources for Producer personnel working on-site, including all computing and office support resources, and such other resources described in the applicable SOW.
- b. **Approvals and Information.** Client will respond promptly, and in any case within five (5) business days, to any Producer written request to provide direction, information, approvals, authorizations or decisions reasonably necessary for Producer to perform the Services in accordance with the applicable SOW.

6. CHANGE ORDERS

- a. **Changes to SOWs.** Either party may propose changes to the Services ("Change Orders") being performed under a SOW. Requests for changes shall be submitted to the other party in writing for consideration of feasibility and likely effect on the cost and schedule for performance of Services. For any change to become effective it must be agreed upon by both parties, including equitable

adjustments to costs and schedules for the performance of Services, and shall be effected through written amendment of the applicable SOW, signed by the Managers.

- b. **Proceeding on Oral Instructions.** Producer may proceed with and be compensated for performing changes for a period of up to thirty (30) days following receipt of oral instructions to do so by Client's Manager or other authorized representative provided Producer sends written confirmation of such oral instructions to Client's Manager within three (3) business days from receipt thereof.
- c. **Change Orders for Certain Schedule Delays.** Producer will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under a SOW if Producer is prevented from or delayed in performing the Services, to the extent the delay is caused by factors beyond the reasonable control of Producer. In such event, the parties will mutually agree upon a Change Order documenting the adjustment in the schedule for performance and the compensation payable to Producer.
- d. **Effect on SOW Prices.** Amounts payable pursuant to Change Orders will be in addition to any fixed prices, Target-Prices or limits on time and materials charges or Reimbursable Expenses. If a Change Order will have the effect of delaying the expected completion date of any fixed-price payment milestones under a SOW, the amounts payable under the Change Order will include a reasonable carrying charge reflecting Producer's cost of funds for the rescheduled milestone(s).

7. PROPRIETARY RIGHTS

- a. **Preexisting Materials.** Producer shall own all rights, title, and interest in and to all preexisting Producer or third-party materials incorporated in a Key Deliverable ("**Preexisting Materials**"). Preexisting Materials incorporated into any Key Deliverable or necessary to use a Key Deliverable will be licensed to Client under a separate written license agreement. Client acknowledges that a separate license fee may be charged by Producer or the third-party licensor for any such licensed Preexisting Materials. Producer will inform Client in writing of such licensed Preexisting Materials and associated license fees in a timely manner prior to the execution of the applicable SOW. Written confirmation can occur in the form of proposals, project memoranda, or license agreements among other things.
- b. **Developed Materials.** Customer shall own all right, title and interest in and to all Key Deliverables created and delivered under the Contract Documents. Any other use, reproduction or modification of such materials is strictly prohibited; provided, however, that Customer hereby licenses to Producer a right to use such Key Deliverables solely for business development purposes (e.g., show video as example of prior work quality). Producer shall not be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance of its obligations under the Contract Documents.
- c. **Release from Liability.** Customer shall execute a copy of the release attached hereto as Exhibit B.

8. NONDISCLOSURE

- a. **Confidential Information.** "Confidential Information" means information belonging to or in the possession or control of a party which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the other party under the Contract Documents: (i) in tangible form and marked or designated in writing to indicate its confidential, proprietary or trade secret nature, or (ii) in intangible form (including disclosure made orally or visually) and subsequently identified as confidential, proprietary or trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information shall not include any particular information that, as evidenced by clear and convincing written evidence: (i) is already known to the receiving party without restrictions at the time of its disclosure by the disclosing party; (ii) after its disclosure by the disclosing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

- b. **Standard of Care.** Confidential Information will remain the property of the disclosing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the disclosing party's Confidential Information to have acquired any right or interest in or to any such Confidential Information. The receiving party agrees: (i) to hold the disclosing party's Confidential Information in strict confidence; (ii) to limit disclosure of the disclosing party's Confidential Information to personnel furnished by the receiving party to perform Services under a SOW or otherwise having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the disclosing party's Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; (v) to afford the disclosing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; and (vi) to notify the disclosing party promptly of any unauthorized use or disclosure of the disclosing party's Confidential Information and cooperate with and assist the disclosing party in every reasonable way to stop or minimize such unauthorized use or disclosure.
- c. **Compelled Disclosure.** If the receiving party receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of the disclosing party's Confidential Information, the receiving party will promptly notify the disclosing party and, if so requested, will provide reasonable cooperation to the disclosing party in resisting the disclosure. Subject to its obligations stated in the preceding sentence, the receiving party will be entitled to comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials it is compelled to disclose.
- d. **Return or Destruction.** Upon termination or expiration of this Agreement and all SOWs issued under this Agreement, the receiving party, at the disclosing party's option, will return or destroy all Confidential Information of the disclosing party that the receiving party does not possess under a valid license; provided that Producer may retain copies of all of its work products (including working papers) produced under the Contract Documents solely for archival purposes or for any purpose designated under Section 7.b. above.
- e. **Relief.** Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the disclosing party or the disclosing party's proprietary rights, the disclosing party will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches of such obligations.

9. ACCEPTANCE OF DELIVERABLES

- a. **Procedures, In General.** Acceptance of Key Deliverables shall be conducted in accordance with the following procedures. Disputes arising hereunder are subject to the terms of Section 14.
- b. **Acceptance of Key Deliverables.** When Producer concludes that the Key Deliverable(s) is or are near complete, it shall provide a copy of same to Client for review and acceptance and/or revision. Client shall have seven (7) days from receipt to request any revision; provided, however, that Producer and Client shall agree in writing as to what changes shall be made. This shall be called a "Review" and Client is entitled to two such Reviews. Client may request additional Reviews for an additional fee. The Key Deliverable shall be deemed "Accepted" upon Client's provision of written acceptance of such Key Deliverable or seven (7) days after such Key Deliverable is provided to Client, if Client fails to respond in writing accepting such Key Deliverable or requesting a Review.

10. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A. Quality of Services. Producer warrants that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Client believes there has been a breach of this warranty and so notifies Producer in writing stating in reasonable detail the nature of the claimed breach within thirty (30) days after the Services are delivered to Client by Producer, then Producer will promptly investigate the matter. If Producer determines upon investigation that there has been a breach of this warranty, then Producer's sole obligation, and Client's exclusive remedy, will be for Producer to correct or re-perform any affected Services as necessary to cause them to comply with this warranty. There will be no additional charge to Client for the investigation and correction efforts performed by Producer, except as provided in

Section 10.C. If Producer is unable to correct a breach of this warranty after repeated efforts, Client will be entitled to pursue recovery of its actual damages subject to the limitations and exclusions set forth in Section 13.

B. Place of Correction. Producer may perform the investigation and correction services pursuant to Sections 10.A at Producer's offices to the extent possible. If Client requires Producer to travel to Client's place of business, Client will reimburse Producer for the reasonable travel time and Reimbursable Expenses of Producer's personnel. If Producer determines that a reported breach of warranty is attributable to a cause other than the Producer Services, then Producer will be entitled to payment for its investigation and correction efforts on a time and materials basis at the rates applicable to the SOW.

C. Exclusions. (1) Producer is not responsible for any claimed breaches of the foregoing warranty caused by: (i) modifications made to the item in question by anyone other than Producer and its subcontractors working at Producer's direction; or (ii) the combination, operation or use of the item with other items Producer did not supply; or (iii) Client's failure to use any new or corrected versions of the item made available by Producer; or (iv) Producer's adherence to Client's requirements or instructions.

(2) Producer does not warrant that the Key Deliverables provided by Producer will be uninterrupted or error-free. Client acknowledges that it alone is responsible for the results of using the Key Deliverables in its business operations, including without limitation the completeness, accuracy and content of such results. Client acknowledges further that it alone is responsible for independent verification and testing of any such results prior to using them in its business.

D. Third-Party Products. To the extent Producer has the legal right to do so, Producer agrees to assign or pass through to Client or otherwise make available for the benefit of Client, any third-party warranty applicable to any third-party property furnished by Producer under a SOW. Producer does not itself give or make any warranty of any kind with respect to third-party property.

E. Disclaimer. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

11. INDEMNIFICATION

A. Indemnification by Producer. If, as a result of Producer's gross negligence or intentional misconduct, Client or Client's employees suffer personal injury or property damage, Producer will reimburse Client for that portion of any claims Client actually pays for which Producer is legally liable.

B. Indemnification by Client. Without limiting Producer's liability to Client for non-performance under the Contract Documents, each of the parties acknowledges and agrees that by entering into and performing its obligations under the Contract Documents, Producer will not assume and should not be exposed to the business and operational risks associated with Client's business. Therefore, except for claims covered by Section 10.C or Section 11.A, Client will, at its own expense, settle or defend Producer in all claims or actions by third parties arising out of or relating to the conduct of Client's business, including without limitation, the acquisition or use by Client of any Key Deliverable or Services to be provided by Producer under the Contract Documents and Client will pay all settlements, costs, damages and legal fees and expenses finally awarded provided that Producer promptly notifies Client in writing of the proceeding, provides Client a copy of all information received by Producer with respect to the proceeding, cooperates with Client in defending or settling the proceeding, and allows Client to control the defense and settlement of the proceeding, including the selection of attorneys. Producer may, at its option, participate in the proceeding at its own expense. If, as a result of Client's negligence or intentional misconduct, Producer or Producer's employees suffer personal injury or property damage, Client will reimburse Producer for that portion of any claims Producer actually pays for which Client is legally liable. Producer will have the right, in its sole discretion, to defend any claims of infringement by any third party in connection with any deliverable created by Producer hereunder. Client shall cooperate fully with any reasonable request of Producer hereunder.

12. TERM AND TERMINATION

A. Term. This Agreement will commence on the Effective Date, and will continue in effect until terminated, with or without reason, by either party upon either (i) thirty (30) days prior written notice or (ii) completion of the Services contemplated hereunder, whichever occurs earlier. The terms and conditions of this Agreement will continue to apply to any SOW in effect upon termination of this Agreement until all such SOW expires or is terminated.

B. Termination of a SOW for Convenience. Client may terminate any outstanding SOW, or any portion of a SOW, for convenience upon at least thirty (30) calendar days' prior written notice to Producer. Upon receipt of such notice, Producer will inform Client of the extent to which performance is completed and Producer will take steps to wind down work in progress in an orderly fashion during the notice period. At the end of the notice period and upon payment in full by Client as outlined below, Producer will deliver to Client whatever completed Key Deliverables that then exist.

C. Termination of a SOW for Cause. If either party believes that the other party has failed in any material respect to perform its obligations under a SOW, then that party may provide written notice directed to the breaching party's SOW Manager for the applicable SOW describing the alleged failure in reasonable detail. If the breaching party does not, within thirty (30) calendar days after receiving such written notice, either (i) cure the material failure or (ii) if the breach is not one that can reasonably be cured within thirty (30) calendar days, develop a plan to cure the failure and diligently proceed according to the plan until the material failure has been cured, then the non-breaching party may terminate the affected SOW, in whole or in part, for cause by written notice to the SOW Manager of the breaching party. Prior to termination of a SOW for cause, the party receiving the initial notice under the preceding sentence will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position.

D. Payment upon Termination. Producer will be paid for all Services performed through the effective date of termination, plus associated Reimbursable Expenses and termination costs as follows:

- (1) for any Services being provided on a time and materials basis, Producer will be paid at the applicable rates for all hours of Services actually performed through the effective date of termination;
- (2) for any Services being provided on a Target-Price basis, Producer will be paid at the applicable rates for all hours of Services actually performed through the effective date of termination, notwithstanding the provisions of Section 4.A(2);
- (3) for any Services being provided on a fixed-price basis, Producer will be paid for all Services performed through the effective date of termination, in an amount equal to the amount Producer would have received if it had performed the Services on a time and materials basis at the applicable rates set forth in the terminated SOW or, if no hourly rates are contained in the terminated SOW, at Producer's then-prevailing rates;
- (4) Producer will be paid for Reimbursable Expenses incurred through the effective date of termination, plus costs and expenses reasonably incurred by Producer to terminate its performance of the Services earlier than anticipated, including without limitation costs to relocate any Producer personnel from Client's site, and costs to terminate any special contracts or leases entered into for the purpose of performing the terminated Services. Producer will use commercially reasonable efforts to minimize Client's termination costs under this Section 12.D(4); and,
- (5) Producer will be paid any unpaid license fees (whether or not previously due and owing) for any materials furnished to Client under a license agreement prior to the effective date of termination.

E. Survival. Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Document in which it is contained. The termination of any particular SOW will not affect the parties' respective rights, duties and obligations under any other SOW then in effect.

13. LIMITATION OF LIABILITY AND REMEDIES

A. Limitations. If Client should become entitled to claim damages from Producer (including without limitation, for breach of contract, breach of warranty, gross negligence or other tort claim), Producer will be liable, if at all, only for the amount of Client's actual direct damages up to the amount that Client paid Producer for the items or Services that are the subject of the claim. In no event, however, will Producer be liable to Client (in the aggregate for all claims made with respect to a SOW) for more than the amount paid by Client to Producer under the applicable SOW. This limit also applies to Producer's subcontractors. It is the maximum liability for which Producer and its subcontractors are collectively responsible.

B. No Liability for Certain Damages. In no event will Producer or any person or entity involved in the creation, manufacture or distribution of any services provided under the Contract Documents be liable for: (1) any damages caused by the failure of Client or its Affiliates or suppliers to perform their responsibilities; (2) any claims or demands of third parties (other than those third party claims covered by Sections 10.C(1) or 11.A; or (3) any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Producer has been advised of the possibility of such damages. Producer will not be held responsible, or to have failed to meet its obligations under the Contract Documents, if it either delays performance or fails to perform as a result of any cause beyond its reasonable control.

C. Exclusions from Limitation; Survival. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Section 12.D, or to any claims by Client for reimbursement under Section 11.A. The limitations of liability set forth in this Section 13 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in the Contract Documents.

14. LAW AND DISPUTES

A. Governing Law. The Contract Documents will be governed by the laws of the State of New York, without giving effect to conflicts of law principles.

B. Export Control. Client agrees to comply fully with all applicable export laws and regulations of the United States. Client agrees, at Client's expense, to comply with all foreign exchange and other laws and regulations applicable to Client and Client agrees to obtain any licenses or approvals necessary for Client to perform the Contract Documents.

C. Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract Documents through the informal means described in this Section 14.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract Documents. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

D. Arbitration. Subject to Section 14.C above, question or dispute arising out of or relating to the Contract Documents will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof or over the applicable party or its assets. There will be three (3) arbitrators, one (1) selected by each party and the two so selected will select a third arbitrator. The third arbitrator will meet the qualification criteria to serve as an arbitrator in the Large, Complex Case Dispute Resolution Program and will serve as chairman of the arbitration. The Expedited Procedures will apply. The seat of the arbitration will be Ithaca, New York or such other place agreed upon by the parties. The arbitrators will have no authority to award any damages that are excluded by the terms and conditions of this Agreement. Either party will have the right to apply at any time to a judicial authority for appropriate injunctive or other interim or provisional relief, and will not by doing so be deemed to have breached its agreement to arbitrate or to have affected the powers reserved to the arbitrators.

E. Limitation of Actions. No proceeding, regardless of form, arising out of or related to the Contract Documents may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

15. GENERAL

A. Notices. Any notice or other communication required or permitted to be made or given by either party pursuant to the Contract Documents will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to

the other party at its address as set forth below or at such other address as such party will have specified in a notice given in accordance with this Section:

In the case of Client:

In the case of Producer:
Well Said Media
303 East State Street, Suite IR
Ithaca, New York 14850

B. Reasonable Behavior. Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.

C. Assignment. Client may not assign or otherwise transfer the Contract Documents or any of the rights that they grant without the prior written consent of Producer. Any purported assignment in violation of the preceding sentence will be void and of no effect. The Contract Documents will be binding upon the parties' respective successors and permitted assigns.

D. Integration. The Contract Documents constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. Each SOW issued under this Agreement incorporates the terms and conditions of this Agreement and constitutes a separate contract between the parties. A SOW may amend the terms and conditions of this Agreement as they apply to that particular SOW, but only if the SOW expressly identifies the Section(s) that are being amended.

E. Severability. The provisions of the Contract Documents shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of the Contract Documents, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

F. Order of Precedence. In the event of any conflict between or among the provisions contained in the Contract Documents, the following order of precedence will govern: (i) this Agreement, exclusive of its Exhibits; (ii) Exhibits to this Agreement; and (iii) Statements of Work (except as to terms specifically identified in a particular SOW as modifying or amending terms of this Agreement, which terms will control over the Agreement for that SOW only).

G. No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.

H. Injunctive Relief. Without intending to limit the remedies available to Producer hereunder, Client hereby acknowledges that a breach of any of the restrictive covenants contained in this Agreement may result in material and irreparable injury to any Producer for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event of such a breach or threat thereof, Producer shall be entitled to obtain a temporary restraining order and/or a preliminary injunction restraining Client from engaging in activities prohibited by this Agreement or such other relief as may be required to specifically enforce any of the covenants in this Agreement. Client expressly agrees that it shall not be a defense in such an injunction action that Producer had previously breached this Agreement.

I. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document.

The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

Well Said Media

(Client)

By: _____

By: _____

Name: _____

**Exhibit A
Statement of Work**

Date: mm/dd/yy



Well Said Media

330 E. State St.
Ithaca, NY 14850
Suite 1R
(607) 273-2403

To
Name
Title
Company
Address
Phone #
Email

**STATEMENT OF WORK
FROM
WELL SAID MEDIA
TO
[CLIENT]**

Client Name	
Client Manager	
Producer Manager	
Project Name	
Engagement Duration	
Begin Date	
End Date	

Description of Services. Creation of [type] video.

Deliverables

- (1) [# of cameras], [length] shoot at [location], [date & time], capturing [content].
- Delivery of [length of final product] video incorporating above deliverables; shall be delivered in digital format. Other formatting can be accommodated for additional charge.

Pricing & Terms

Our work will be done on a time and materials basis. If we are able to complete the project in less time than estimated, you will be billed correspondingly less. Conversely, if the project requires effort beyond our estimate (due to additional scope, unforeseen problems, etc.) you will be billed for that additional time. If any circumstances arise which put our estimate into doubt, you will be informed as soon as possible and we will work with you to address these issues. We will notify you immediately of any changes to the scope of the project and insure that both Producer and Client mutually agree prior to commencing any additional



Well Said Media

330 E. State St.
Ithaca, NY 14850
Suite 1R
(807) 273-2403

work. Our professional fees for all phases are exclusive of travel, out-of-pocket expenses, and any applicable sales tax. Customized music, special effects and many other features can be included for an additional charge.

Our estimated fees, based on our production proposal above, are:

[Cost Estimate]

and shall be paid as follows.

[50% est. cost] **Deposit** – due upon approval

[50% est. cost] **(estimated)** – the balance of all incurred fees shall be paid upon delivery of the Key Deliverables or termination of this agreement

Invoices not paid in full within thirty days of delivery will result in a finance charge of 1.25% monthly.

Shoots cancelled by Client for any reason with less than 24 hours written notice will result in a charge of \$200.

This statement of work is executed against, and hereby incorporates the terms of, the Master Services Agreement dated [date] between Producer and Client.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement.

Acknowledged and Accepted:

Well Said Media	Client
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

<http://www.wellsaidmedia.com>

EXHIBIT B

RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby consent to being photographed and recorded for the purposes of Well Said Media's (the "**Producer**") performance of Services contemplated in that certain Services Agreement entered into by and between the Producer and [CLIENT] (the "**Client**") dated [DATE] (the "**Agreement**"). I further consent to the use of such photographs and recordings, which include still photographs, motion picture footage, and voice recordings (collectively referred to hereinafter as the "**Images**") for the purposes contemplated by the Agreement.

1. All capitalized terms not defined herein shall have the same definition given in the Agreement.
2. I represent and covenant that: (i) I am of full legal age and have the right and capacity to contract in my own name in my jurisdiction of residence; (ii) if I am signing on behalf of a child, that I have full authority to sign this release on behalf of such child; (iii) if I am signing on behalf of a company or other entity, I am have full authority to bind such company or other entity; (iv) that I have carefully read the above release prior to signing and am fully familiar with the contents and consequences of it; (v) this release shall be binding without restriction as to time or otherwise upon me and my heirs, executors, legal representatives, successors and/or assigns, as the case may be, and (vi) and I signed this release willingly and under no duress or force.
3. I hereby irrevocably release the Producer from any liability, costs or expenses arising by virtue of: (i) any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the creation of the Images or in any subsequent use, processing or publication thereof; and (ii) any claim or cause of action, now known or later developed, resulting from or in connection with any use of the Images contemplated by this release, including without limitation, any claims for libel, defamation, invasion of privacy, invasion of seclusion, false light, commercial gain or breach of publicity or other property rights.
4. I hereby irrevocably release the Producer from any claims, charges, damages, losses, liability, costs and expenses arising out of any third party's use or reproduction of Images, unless such use was caused by negligent or affirmative acts of the Producer.
5. Nothing contained herein permits Well Said Media to use, reproduce or release any such Images except as authorized in the Agreement, which Agreement supersedes this release.

Name

Fw: Tompkins Workforce New York Video Package Proposal

Mary McLaughlin <mmclaughlin@tompkins-co.org>

Thu 12/19/2019 2:07 PM

To: Julia Mattick <jmattick@tompkins-co.org>; Jackie Mouillesseaux-Grube <jmouillesseaux@tompkins-co.org>; Diane Achilles <DAchilles@tompkins-co.org>

Well Said's quote rolls in at about \$6,500 *more than* Park's. The short version is the "Compiled Proposal."

More detailed directions below.

Mary E. McLaughlin

Workforce Development Specialist

Pronouns: she/her/hers

Tompkins Workforce New York

Center Ithaca, Suite 241

171 E. State St./ MLK Jr. St.

Ithaca, NY 14850

T: (607) 272-7570 ext. 106 | F: (607) 272-2835

[Visit on the web](#) | [Email me](#)

[Facebook](#) | [Twitter](#) | [Instagram](#)

From: Devan Accardo <devan@wellsaidmedia.com>

Sent: Thursday, December 19, 2019 1:31 PM

To: Mary McLaughlin <mmclaughlin@tompkins-co.org>

Cc: Marcus Terry <marcus@wellsaidmedia.com>

Subject: Tompkins Workforce New York Video Package Proposal

Hi Mary,

Attached are several documents outlining a proposal for your video package. We've put together separate proposals for each type of video, and then the first document here, titled "Compiled Proposal," serves as an overview of the full package, with the individual ones outlining the details of what would be included in each project. In the Compiled Proposal, I've included 2 Workshop Promo videos, and 1 of everything else, per what was outlined in your initial request submitted on our form, but I have made the individual proposals to be for each one, so you could add/subtract if say you wanted to do 2 How To/Access and only 1 Workshop promo, for example. We can easily adjust that to reflect however many you'd like to do of each.

The last document here is a copy of our Master Service Agreement, which we ask all of our new clients to sign on page 9.

Please take a look and let me know if you have any questions - looking forward to hearing your thoughts! Thanks, and if I don't hear from you before then, have a happy holiday:)

-Devan

--



Devan Accardo | Managing Producer

devan@wellsaidmedia.com

607-273-2403

330 E. State St., Suite 1R

Ithaca, NY 14850

FOLLOW ME.

<https://instagram.com/wellsaidmedia/>  

Tompkins County Workforce Development Board In-Demand Occupation List

Highlight	SOC Code	Occupation	Empl	Unempl Rate	Mean Ann Wages	Total Demand	Separations* Projections, 2018-2028
	13-2011	Accountants and Auditors	399	2.5%	\$77,300	330	190
	13-2021	Appraisers and Assessors of Real Estate	19	N/A	\$56,300	11	20
	11-9041	Architectural and Engineering Managers	49	2.2%	\$146,600	29	40
	27-4011	Audio and Video Technicians	40	12.1%	\$56,800	44	10
	49-3023	Automotive Service Technicians and Mechanics	216	4.5%	\$37,100	163	170
	51-3011	Bakers	67	6.0%	\$33,300	81	70
	19-4021	Biological Technicians	90	4.5%	\$44,900	87	20
	43-3031	Bookkeeping, Accounting, and Auditing Clerks	394	3.6%	\$46,000	360	480
	25-1011	Business Teachers, Postsecondary	422	2.8%	\$111,200	380	70
	29-2031	Cardiovascular Technologists and Technicians	18	4.2%	\$58,800	8	0
	47-2031	Carpenters	231	6.3%	\$50,800	190	170
	41-2011	Cashiers	1,028	8.7%	\$27,600	1,545	1,170
	35-1011	Chefs and Head Cooks	58	12.5%	\$58,100	71	40
	19-4031	Chemical Technicians	15	5.6%	\$50,300	13	10
	39-9011	Childcare Workers	335	9.9%	\$30,500	444	340
	53-7061	Cleaners of Vehicles and Equipment	123	7.9%	\$34,600	162	90
	27-2022	Coaches and Scouts	281	10.1%	\$49,900	393	100
	15-1299	Computer Occupations, All Other	118	3.5%	\$77,800	82	0
	25-1021	Computer Science Teachers, Postsecondary	125	2.8%	\$105,900	96	30
	15-1232	Computer User Support Specialists	268	3.4%	\$65,900	202	100
	47-2061	Construction Laborers	242	9.0%	\$47,200	240	260
	35-2012	Cooks, Institution and Cafeteria	90	11.4%	\$38,700	117	110
	35-2014	Cooks, Restaurant	258	10.4%	\$34,200	402	290
	43-4051	Customer Service Representatives	499	6.4%	\$41,400	530	530
	31-9091	Dental Assistants	102	6.5%	\$39,000	105	70
	35-9011	Dining Room and Cafeteria Attendants and Bartender Helpers	162	18.1%	\$36,000	258	170
	53-3031	Driver/Sales Workers	66	4.6%	\$31,700	64	80
	27-3041	Editors	66	4.6%	\$65,500	60	30
	11-9033	Education Administrators, Postsecondary	664	2.5%	\$205,800	481	60
	21-1012	Educational, Guidance, and Career Counselors and Advisors	508	1.8%	\$70,400	543	140
	17-3023	Electrical and Electronic Engineering Technologists and Technicians	34	4.0%	\$65,100	27	60
	51-2028	Electrical, Electronic, and Electromechanical Assemblers, Except Coil Winders, Tapers, and Finishers	99	3.4%	\$40,500	98	160
	47-2111	Electricians	91	3.7%	\$63,300	98	150
	25-2021	Elementary School Teachers, Except Special Education	418	3.8%	\$72,500	242	210
	35-3023	Fast Food and Counter Workers	875	9.9%	\$29,100	1,535	1,480
	47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	92	3.5%	\$70,400	84	90

*Separations are the sum of labor force exit and occupational transfers

	35-1012	First-Line Supervisors of Food Preparation and Serving Workers	217	7.5%	\$43,200	304	240
	37-1011	First-Line Supervisors of Housekeeping and Janitorial Workers	61	4.0%	\$46,500	65	60
	49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	120	2.3%	\$73,900	95	90
	43-1011	First-Line Supervisors of Office and Administrative Support Workers	520	2.6%	\$69,500	430	300
	51-1011	First-Line Supervisors of Production and Operating Workers	121	3.3%	\$67,100	102	170
	41-1011	First-Line Supervisors of Retail Sales Workers	355	3.2%	\$50,700	291	290
	35-9099	Food Preparation and Serving Related Workers, All Other	14	23.3%	\$31,800	22	4,500
	35-2021	Food Preparation Workers	249	9.9%	\$27,800	370	360
	35-3041	Food Servers, Nonrestaurant	85	12.2%	\$30,600	129	60
	11-9051	Food Service Managers	78	6.1%	\$71,400	72	60
	11-1021	General and Operations Managers	598	3.8%	\$132,700	470	370
	27-1024	Graphic Designers	77	6.9%	\$55,600	58	50
	39-5012	Hairdressers, Hairstylists, and Cosmetologists	103	9.0%	\$35,200	103	140
	49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	84	5.9%	\$64,400	72	70
	53-3032	Heavy and Tractor-Trailer Truck Drivers	189	5.1%	\$42,100	188	410
	31-1121	Home Health Aides	223	3.9%	\$31,600	284	230
	35-9031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	69	17.2%	\$29,700	151	150
	43-4081	Hotel, Motel, and Resort Desk Clerks	46	12.9%	\$33,400	63	100
	13-1071	Human Resources Specialists	190	4.6%	\$73,600	175	100
	51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers	122	5.2%	\$43,000	100	190
	25-9031	Instructional Coordinators	292	8.4%	\$79,300	251	130
	37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	871	7.3%	\$34,300	1,051	940
	53-7062	Laborers and Freight, Stock, and Material Movers, Hand	375	7.5%	\$35,200	462	640
	37-3011	Landscaping and Groundskeeping Workers	314	7.2%	\$37,100	391	290
	29-2061	Licensed Practical and Licensed Vocational Nurses	173	2.4%	\$45,200	123	150
	53-3033	Light Truck Drivers	153	4.6%	\$37,500	152	200
	51-4041	Machinists	80	4.6%	\$45,800	68	110
	37-2012	Maids and Housekeeping Cleaners	268	10.0%	\$29,400	325	290
	49-9071	Maintenance and Repair Workers, General	551	4.9%	\$43,900	482	330
	13-1111	Management Analysts	249	3.2%	\$90,800	209	90
	13-1161	Market Research Analysts and Marketing Specialists	256	3.4%	\$69,900	276	90
	11-2021	Marketing Managers	88	3.1%	\$169,600	71	20
	31-9011	Massage Therapists	56	11.3%	\$50,900	64	20
	17-2141	Mechanical Engineers	80	2.9%	\$91,200	48	60
	29-2012	Medical and Clinical Laboratory Technicians	69	3.0%	\$53,600	37	50
	43-6013	Medical Secretaries and Administrative Assistants	54	2.9%	\$38,100	56	90
	27-1026	Merchandise Displayers and Window Trimmers	27	6.2%	\$37,800	19	30
	31-1131	Nursing Assistants	360	4.1%	\$30,500	372	380
	43-9061	Office Clerks, General	1,012	5.9%	\$35,300	973	710
	47-2073	Operating Engineers and Other Construction Equipment Operators	83	6.4%	\$55,700	84	80
	53-3058	Passenger Vehicle Drivers, Except Bus Drivers, Transit and Intercity	309	16.9%	\$39,000	328	200
	31-1122	Personal Care Aides	659	4.4%	\$31,600	1,030	830
	31-9097	Phlebotomists	23	5.2%	\$41,100	22	20
	29-1123	Physical Therapists	64	4.6%	\$78,900	29	20
	47-2152	Plumbers, Pipefitters, and Steamfitters	99	3.3%	\$62,800	98	70
	25-2011	Preschool Teachers, Except Special Education	146	8.2%	\$41,500	126	70
	27-2012	Producers and Directors	66	5.5%	\$76,600	63	20
	51-9199	Production Workers, All Other	23	5.5%	\$36,600	23	10
	41-9022	Real Estate Sales Agents	77	5.0%	\$94,200	59	40
	43-4171	Receptionists and Information Clerks	409	6.9%	\$34,300	493	400
	39-9032	Recreation Workers	155	12.3%	\$32,000	251	120

	29-1141	Registered Nurses	782	1.6%	\$69,300	351	380
	41-2031	Retail Salespersons	1,115	9.6%	\$33,000	1,336	1,260
	41-9099	Sales and Related Workers, All Other	18	7.4%	\$34,300	19	120
	11-2022	Sales Managers	77	3.0%	\$121,200	58	30
	25-2031	Secondary School Teachers, Except Special and Career/Technical Education	307	2.5%	\$67,300	168	160
	43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	1,106	3.5%	\$46,300	912	770
	41-3031	Securities, Commodities, and Financial Services Sales Agents	108	2.7%	\$91,300	86	40
	33-9032	Security Guards	284	4.6%	\$41,200	321	100
	21-1093	Social and Human Service Assistants	206	2.6%	\$43,100	268	240
	21-1018	Substance Abuse, Behavioral Disorder, and Mental Health	127	2.7%	\$60,400	153	60
	13-2082	Tax Preparers	13	5.3%	\$58,000	11	10
	25-9045	Teaching Assistants	560	8.2%	\$30,400	500	480
	49-2022	Telecommunications Equipment Installers and Repairers, Except Line Installers	26	3.7%	\$61,000	23	40
	13-1151	Training and Development Specialists	119	3.8%	\$69,600	120	80
	25-3097	Tutors and Teachers and Instructors, All Other	258	8.1%	\$60,400	267	60
	31-9096	Veterinary Assistants and Laboratory Animal Caretakers	55	2.5%	\$40,800	90	70
	29-2056	Veterinary Technologists and Technicians	44	3.2%	\$46,800	37	30
	35-3031	Waiters and Waitresses	492	15.6%	\$42,400	862	850
	15-1257	Web Developers and Digital Interface Designers	77	3.6%	\$66,900	54	10
		TOTAL: 106 OCCUPATIONS					