TOMPKINS COUNTY

REQUEST FOR PROPOSALS

RFP # JW-0000000135-RFP

FOR

UTILIZATION OF TOMPKINS COUNTY JUUL SETTLEMENT FUNDS FOR YOUTH VAPING PREVENTION, CESSATION AND TREATMENT INITIATIVES

RFP RELEASE DATE: September 5, 2026

DEADLINE FOR QUESTIONS: September 30, 2026 BY 5 PM

PROPOSALS DUE: October 7, 2026 BY 2 PM

Introduction

Important Notice

Responses submitted to any RFP (a list of defined terms appears below) become the property of the County and are subject to the County's Policy and Public Access to Records. Any confidential information, such as a Proposer's financial status, if required by the specifications, shall be uploaded as a separate file with the word "CONFIDENTIAL" in the file name.

Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantaged Business Enterprises (DBEs), Airport Concessions Disadvantaged Business Enterprises (ACDBEs), Veteran Business Enterprises (VBEs), Service-Disabled Veteran-Owned Businesses (SDVOBs), Small Business Enterprises (SBEs), and Majority Minority Lead Businesses, as applicable, are encouraged to respond.

Purpose

Tompkins County Whole Health and Tompkins County Legislature are seeking proposals from a broad range of entities – including, but not limited to, non-profits, for-profits, academic and healthcare institutions, and community-based organizations, for the purpose of utilization of the JUUL Settlement Funding provided to and solely serving Tompkins County. Tompkins County was awarded a total of Four-Hundred Seventy-Three Thousand Nine-Hundred Thirty-Two Dollars ($473,932) through 2030, with the possibility of extending the contract. The total amount of funding for this request for proposals is Seventy-Five Thousand Dollars ($75,000).

In 2023, New York State received $112.7 million from a multi-state settlement with JUUL Labs, Inc. to combat the youth vaping epidemic. Funds are being distributed to New York State counties, school districts, and BOCES for anti-vaping education, cessation services, enforcement of e-cigarette regulations, and research in a series of annual increments. The funds are specifically intended to help curb the rise of vaping-related illnesses and addiction among youth and young adults.

The Office of the New York State Attorney General (OAG) has defined the following categories of activities that may qualify:

- Preventing youth and young adults from starting to vape;
- Supporting community-, school-, college-, and university-based anti-vaping programs;
- Helping users quit vaping;
- Enforcing vaping laws and regulations; and
- Conducting research and surveillance.

To identify how to best utilize Tompkins County's JUUL Settlement Funds, a small committee has been charged with reviewing and selecting the proposals for funding. This committee includes representatives from Tompkins County Whole Health, County Administration, and Legislature.

Background

Tompkins County is in the Southern Tier region of New York at the southern end of Cayuga Lake. The County is approximately 475 square miles and home to over 105,000 people. Tompkins County is home to Cornell University, Ithaca College, and Tompkins Cortland Community College.

In Tompkins County, in 2023, 2% of students in grades 7-8 and 9% of students in grades 9-12 reported using nicotine vapes in the past 30 days, compared with 13.2% of students statewide, where use peaked among 12th graders (22.1%) (CLYDE Youth Survey, 2023; NYS Youth Tobacco Survey, 2022). Lifetime nicotine vape use in Tompkins County increased by grade, from 3% in grade 7 to 22% in grade 12, while lifetime marijuana vape use rose from 1% to 25% (CLYDE Youth Survey, 2023).

Youth perception of risk also influences behavior. In 2023, 25.6% of students in grades 7-12 reported perceiving "no risk" or "slight risk" from nicotine vaping, compared with 18.8% for cigarettes (CLYDE Youth Survey, 2023). This pattern suggests that e-cigarettes are often viewed as safer alternatives, even as nicotine exposure remains a concern for adolescent brain development and addiction risk.

Project Identification

Title:	**Utilization of Tompkins County JUUL Settlement Funds for Youth Vaping Prevention, Cessation and Treatment Initiatives**
Requesting Department:	**Tompkins County Department of Whole Health**
Bid Due Date/Time:	**October 7, 2026 Before 2 pm**

Timeline

Release Project Date:	**September 4, 2026**
Question Submission Deadline:	**September 30, 2026, 5 PM**
Response Submission Deadline:	**October 7, 2026, 2 PM**

Term of Bid/Contract

The term of this contract begins **November 13, 2026 through December 31, 2027.**

Contract Extension

Option of (2) one-year extensions with written mutual consent.

Defined Terms

Capitalized terms used in this RFP shall have the meanings set forth below:

ACDBE: Airport Concession Disadvantaged Business Enterprise, as defined in applicable federal and/or state regulations and publications.

ADA: Americans with Disabilities Act.

Affiliate: Refers to an entity that directly or indirectly owns, operates, or controls a Proposer, or one that is directly or indirectly owned, operated, or controlled by a Proposer.

Agreement: The formal contract entered between the County and the selected Bidder, Proposer, or Respondent through the procurement process. The terms Contract and Agreement are used interchangeably in this RFP.

Bidder: A person or entity making a formal proposal in response to an RFP. The terms Bidder, Proposer, and Respondent are used interchangeably in this RFP.

Compliance Program: The Tompkins County Compliance Program, which can be viewed **HERE**. A copy of the Compliance Program may also be obtained from the County Administration Department.

Contract: The formal contract entered between the County and the selected Bidder, Proposer, or Respondent through the procurement process. The terms Contract and Agreement are used interchangeably in this RFP.

County: Tompkins County, New York.

County Standard Terms: The standard contract terms used by the County in contracts it enters.

DBE: Disadvantaged Business Enterprise, as defined in applicable federal and/or state regulations and publications.

Livable Wage Attestation: The Tompkins County Livable Wage Attestation, to be provided on a form made available by the County as amended from time to time.

Major Stockholder: Refers to each owner of ten percent (10%) or more of the ownership interests in a Proposer, whether in the form of stock of a corporation, limited partnership interests or membership interests in an LLC or other form of legally recognized ownership interest.

MBE: Minority Business Enterprise, as defined in applicable federal and/or state regulations and publications.

M/WBE: Minority and/or Women-Owned Business Enterprise, as defined in applicable federal and/or state regulations and publications.

Principal: Refers to the owner of a Proposer that is a sole proprietorship, each partner of a general partnership that is a Proposer, each owner of ten percent (10%) or more of the ownership interests (in the form of stock of a corporation, limited partnership interests or membership interests in an LLC) of a Proposer, and the Proposer's Chief Executive, Chief Operating, and Chief Financial Officers.

Principal Owner: The Principal Owner(s) of a Proposer includes the owner of a sole proprietorship and each partner of a general partnership that is the Proposer and also includes Major Stockholders of the Proposer as defined herein.

Procurement Portal: Is on the Tompkins County website at: https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division by selecting 'Open Solicitations'. This will take you to Bidnet Direct where the RFP information is posted for the public. Bidders who do not have, or cannot obtain, internet access must contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500 for further instructions.

Proposer: A person or entity making a formal proposal in response to an RFP. The terms Bidder, Proposer, and Respondent are used interchangeably in this RFP.

Purchasing Division: The Tompkins County Department of Finance, Purchasing Division.

Respondent: A person or entity making a formal proposal in response to an RFP. The terms Bidder, Proposer, and Respondent are used interchangeably in this RFP.

RFP: Request for Proposals.

SBE: Small Business Enterprise, as defined in applicable federal and/or state regulations and publications.

SDVOB: Service-Disabled Veteran-Owned Business, as defined in applicable federal and/or state regulations and publications.

VBE: Veteran-Owned Business Enterprise, as defined in applicable federal and/or state regulations and publications.

WBE: Women-Owned Business Enterprise, as defined in applicable federal and/or state regulations and publications.

User: A person or entity that accesses the Procurement Portal via the internet.

Specifications

SCOPE

The Office of the Attorney General approved uses for these funds include Prevention, Cessation, Enforcement, and Research and Surveillance. Proposals must include at least one of the approved uses. A summary of each approved use is defined below.

1. **PREVENT YOUTH AND YOUNG ADULTS FROM INITIATING VAPING:** Funds can be utilized to support efforts including in primary, secondary, and post-secondary educational settings, to prevent youth and young adults from initiating vaping through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

a. Develop a public education campaign focused on educating youth and young adults about the risks of vaping and strategies for avoiding vaping, primarily delivered through digital and social media, including a campaign modeled on the Food and Drug Administration's Real Cost campaign.

b. Provide support to peer-led vaping prevention education programs for university, college, high-school and middle-school students, including Catch My Breath.

2. **SUPPORT COMMUNITY, SCHOOL, COLLEGE, AND UNIVERSITY-BASED ANTI-VAPING PROGRAMS:** These funds can be utilized for supporting efforts, including in primary, secondary, and post-secondary educational settings, to prevent youth and young adults from initiating vaping through evidence-based, evidence-informed, or promising anti-vaping community and school and college-based programs or strategies that may include, but are not limited to, the following:

a. Develop school-, college-, and university-based Screening, Brief Intervention (SBI) programs.

b. Support full-time outreach workers in communities, schools, colleges and universities who can educate schools and youth groups about the risks of vaping and cultivate youth leaders.

c. Provide support to coordinators who can provide training and assistance to school and college and

university employees, most often school nurses and school health services staff, regarding health issues related to vaping, including School Health Services Grantees.

d. Provide educational resources to schools, colleges, and universities, including web-based resources with information and tools regarding health issues related to vaping, such as those disseminated by the Center for School Health.

3. **HELP PEOPLE QUIT VAPING:** Funds can be utilized to support efforts, including in primary, secondary, and post-secondary educational settings, to help people quit vaping through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

a. Support text-based vaping cessation programs, including the New York State Quitline's Drop the Vape program.

b. Support health experts to work with local organizations to develop and disseminate vaping cessation services in New York communities, schools, colleges, and universities.

4. **ENFORCE VAPING LAWS AND REGULATIONS:** Funds can be utilized to support enforcement of vaping laws and regulations, which are designed to prevent underage individuals from accessing vapor products and to protect the public from potentially dangerous vapor products.

a. Support county governments that conduct their own inspections and enforcement to ensure compliance with tobacco and e-cigarette laws, including adhering to the minimum legal sale age, restricting the sale of flavored vapor products, display of approved signage, and storing tobacco and vapor products out of consumers' reach.

b. Safe and proper disposal of vaping products, including devices, batteries, and liquids – as hazardous electronic waste. Applicants should show a careful review of services and resources currently available within Tompkins County and explain how their implementation and use of these funds will support in expanding, enhancing, or creating services that are currently limited or not readily accessible in the community.

5. **RESEARCH & SURVEILLANCE:** Funds can be utilized to support vaping reduction research and surveillance that may include, but is not limited to, the following:

a. Monitoring, surveillance, and evaluation of programs and strategies described in the approved uses list.

b. Research on treatments for vaping cessation.

c. Research on models to reduce and deter vaping initiation.

d. Epidemiological surveillance of vaping behavior in critical populations, including school-, college-, and university-age youth.

PROGRAM OBJECTIVES

1. Preventing Youth and Young Adults from Initiating Vaping
2. Supporting Community, School, College, and University Based Anti-Vaping Programs
3. Helping People Quit Vaping (with health systems and quit line)
4. Enforcing Vaping Laws and Regulations
5. Research and Surveillance
6. Safe Disposal

REQUIRED PROGRAM PARAMETERS

Please clearly indicate on the application if the proposal is intended for Prevention, Cessation, Enforcement, Research & Surveillance, and Safe Disposal. Proposals may include multiple areas of intent.

FOCUS POPULATIONS

Focus population includes, but is not limited to, school-, college-, and university-age youth (specifically minors), and operators of regulated facilities.

MONITORING AND REPORTING FOR PROGRAM AND FISCAL COMPLIANCE

Tompkins County will be expected to report on the use of all funds and reporting requirements will include a detailed accounting of how the funds were spent; an evaluation of the programs and projects; and a certification that all direct restricted funds for approved uses were spent on projects and programs that constitute approved uses.

PROPOSAL EVALUATION

Proposals will be reviewed and scored by a small group of Tompkins County representatives. Scoring of proposal template will be based off a set rubric evaluating the selection criteria listed below.

- Organizational History and Relevant Experience (10%), 10 points
- Capacity to Implement Activities (10%), 10 points
- Description and Feasibility of Proposed Program (30%) , 30 points
- Alignment with Approved Uses (15%), 20 points
- Budget, Value and Cost and Sustainability Plan (25%), 20 points
- Evaluation and Reporting Plan (10%), 10 points

Total Points Awarded: 100 points

SELECTION CRITERIA

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

- Organizational History and Relevant Experience (10%)
- Capacity to Implement Activities (10%)
- Description and Feasibility of Proposed Program (30%)
- Alignment with Approved Uses (15%)
- Budget, Value and Cost and Sustainability Plan (25%)
- Evaluation and Reporting Plan (10%)

Instructions to Proposers

Qualifications

All proposers shall complete all supplied forms and answer all questions included as part of this RFP.

Tompkins County may make such investigations it may deem necessary to determine the ability of the proposer to provide the services and/or goods described within the specifications. The proposer shall furnish to the County all such information and data for this purpose as may be requested within five (5) days of such request.

RFP Documents

Complete sets of RFP documents must be used in preparing proposals. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposals. An updated and complete set of RFP documents can be obtained from the Tompkins County, NY Procurement Portal. No other source, written or

otherwise, is considered official and responses based on information obtained from sources other than the Procurement Portal may not be complete.

Specification Clarifications

Requests for Clarification, Inquiries, Questions concerning the specifications must be submitted through Bidnet Direct by **5 PM on September 30, 2026.** Answers to questions will be publicly posted on Bidnet Direct once available.

Submission Deadline

The deadline for submission of proposals is **October 7, 2026 by 2 PM**.

Addenda

Any addendum issued because of any change to this RFP as originally posted shall become a part of the RFP and all shall be acknowledged by a Proposer as part of their submittal or an individual proposal may be deemed non-responsive. At the time an individual addendum is released, all Users following this RFP will be automatically emailed a notification regarding such addendum. It shall be the Proposer's responsibility to check for any addenda issued as part of this RFP. All addenda issued as part of this RFP will be posted on the Procurement Portal.

Submission of Proposals

Proposals and any other required documents shall be submitted online through the Procurement Portal.. Please allow ample time to upload and complete your submission prior to the deadline. Proposers who do not have, or cannot obtain, internet access must contact the Purchasing Division via email (preferred), purchase@tompkins-co.org, by telephone, (607) 274-5500, or in person at 125 East Court Street, Ithaca, New York 14850 for further instructions. Please add purchase@tompkins-co.org to your email address book to ensure timely notifications regarding the project(s) you have requested.

Proposals shall be submitted no later than the date and time indicated in the Timeline for this RFP.

The 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 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.

**NOTE: If you experience difficulty submitting your proposal, contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500, or in person at 125 East Court Street, Ithaca, New York 14850. If you do not receive a response from the Purchasing Division, you may contact the Finance Team (607) 274-5544.*

Submission Instructions

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

Proposers shall read all documents contained in this specification package and complete all sections and attachments. Failure to do so does not excuse proposer from abiding by all instructions, terms or conditions.

Responses shall be submitted through the Procurement Portal and in the format indicated in the specifications no later than the date and time indicated.

Proposers must submit their questions regarding any portion of the specifications by posting them on the Q&A tab found in the solicitation on Bidnet Direct before **5 pm** on **September 30, 2026**. 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 Proposer’s responsibility to ascertain whether any addenda have been issued prior to submitting their proposal.

Proposers shall submit all forms that require signatures with their proposal response.

All responses submitted become the property of the County and are subject to the County's Policy on Public Access to Records.

This invitation to respond does not commit the County to award a Contract, nor shall the County be responsible for any cost or expense that may be incurred by the Proposer in preparing and submitting their response or any cost incurred prior to the execution of a Contract.

Proposal Modifications

If a Proposer wishes to amend a proposal after submittal but prior to the deadline for submittal they may temporarily withdraw their proposal. Proposers shall submit their modified proposal again prior to the deadline for submittal of proposals or their proposal will not be considered for evaluation. Proposals not in "Submitted" status will not be given consideration by the County for evaluation and award.

Withdrawal of Proposals

A Proposer may withdraw their proposal at any point prior to the deadline for submittal and any proposal not in a "Submitted" status as of the deadline shall not be considered.

Disqualification

1. The County reserves the right to refuse to issue a Contract to a Proposer should such Proposer 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. Proposer’s default under previous contracts with the County.
    c. Proposer’s unsatisfactory work on previous contracts with the County.
2. Responses received from Proposers 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 Proposer 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 Proposer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work if the Proposer is not able to demonstrate the ability to fulfill the requirements of the proposal in a manner agreed upon by the County and the Proposer.
3. Tompkins County reserves the right to reject any proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
4. Proposals will be considered irregular and shall be subject to rejection for the following reasons:
    a. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

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

Contract Award

The anticipated Contract award, if any, will be made by **November 6, 2026**. The Contract shall be awarded to the Proposer(s) who submits the proposal that proves to be in the best interest of the County.

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

Non-Collusive Bidding Certificate

A signed Non-Collusive Bidding Certificate must be submitted with each proposal on the form provided by the County.

Conflict of Interest

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

Deviations

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

New York State Sexual Harassment Legislation

By submitting a response to this RFP, the Proposer hereby represents that it complies with all applicable federal, state, and local laws and regulations prohibiting sexual harassment in the workplace and that said Proposer has implemented a written policy addressing sexual harassment prevention and provides annual sexual harassment prevention training to all of its employees consistent with or exceeding the requirements of New York law.

Living Wage

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

If a Proposer certifies on the Living Wage Attestation that its employees directly providing services outlined in the Contract are NOT paid a living wage, the department contract representative may have a conversation with the Proposer 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 Proposer agrees to comply with all federal, state, and local laws and regulations governing the provision of goods and services under the Contract. To the extent that federal funds are provided to the Proposer under the Contract, the Proposer 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, Proposer agrees to comply with the County's Compliance Plan regarding federal and state fraud and abuse laws; the Compliance Plan can be reviewed at:

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

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

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

Proposers that are providers of healthcare services must certify that the Proposer, and all employees, directors, officers, and subcontractors of the Proposer, 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 Proposer shall promptly notify the County if any employee, director, officer, or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this Contract, at no penalty to the County, if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

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

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 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 ADA and comparable state and local laws.

Standard Terms & Conditions

Term of Contract

Contract period shall be from **November 13, 2026 through December 31, 2027**.

Contract Extensions

The County agrees, under the New York General Municipal Law ("GML") 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.

Contract may be extended: Option of (2) one-year extensions when both parties agree by written mutual consent.

Payment Terms

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

Non-Appropriation Clause

In accordance with the GML, 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 because of the contract termination.

Indemnification, Hold Harmless, and Insurance

The successful Proposer shall release, waive, indemnify, hold harmless, and defend the County and its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to, losses, costs, expenses, penalties, or other damages or liability brought against the County and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of the Contract by 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 Contract whether it is terminated or expired. The successful proposer shall maintain, at its expense, the minimum limits of insurance as outlined by this Agreement in Attachment B or as required by law, whichever is greater.

No work shall be commenced under the Contract until the successful Proposer 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 Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer 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 Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer 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.

M/WBEs, DBEs and other Underrepresented Businesses

The County is committed to inclusion in our procurement processes and to support underrepresented businesses. MBEs, WBEs, SDVOBs, and other Disadvantaged Business Enterprises (if applicable to this procurement) are encouraged to complete the Business Demographic Survey within this RFP.

Workforce Diversity and Inclusion

The County is committed to promoting and sustaining a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:

A. An organization-wide understanding and acceptance of the purpose and reasons for diversity.

B. Recruitment and retention policies that promote and sustain a diverse workforce.

C. A workplace environment that is welcoming and supportive of all.

D. Awareness, understanding and education regarding diversity issues.

E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group.

F. A workforce ethic that embraces diversity and makes in the norm for all interactions, including delivery of services to the public.

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

Contract Re-Assignment

The Respondent shall not re-assign any portion of any Contract 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 Proposer consents to the exclusive jurisdiction of, and venue in, the state courts within Tompkins County, New York or the United States District Court for the Northern District of New York if federal jurisdiction is sought. Any such Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the Proposer.

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

Interpretation

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

Remedy for Breach

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

Attachment A

CERTIFICATION

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

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

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

_____

Name

_____

Title

_____

Signature and Date

Attachment A

Tompkins County

Request for Proposal – Submission Instructions

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

- Respondents shall read all documents contained in this specification package and complete all sections and attachments. Failure to do so does not excuse respondent from abiding by all instructions, terms or conditions.

- Responses shall be submitted to the location and in the format indicated in the specifications no later than the date and time indicated.

- Respondents must submit their questions regarding any portion of the specifications by posting them on the Q&A tab found in the solicitation by the date provided. Answers will be provided no later than five (5) days prior to the Proposal due date.

- The County reserves the right to amend the specifications prior to the due date by written "Addenda". It is the Respondent's responsibility to ascertain whether any Addenda have been issued prior to submitting their proposal.

- Bids and any other required documents shall be submitted online through the Tompkins County website at: https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division and selecting 'Open Solicitations'.

- Respondents shall submit **all** forms that require signatures with their proposal response.

- All responses submitted become the property of the County and are subject to the County's Policy on Public Access to Records.

- This invitation to respond does not commit the County to award a Contract, nor shall the County be responsible for any cost or expense that may be incurred by the Respondent in preparing and submitting their response or any cost incurred prior to the execution of a Contract.

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

Submission of Proposals:

1. Responses to this RFP and any other required documents shall be submitted through the Tompkins County website at: https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division (see instructions below).

2. Responses must be uploaded and responded to no later than the date and time indicated.

3. Tompkins County reserves the right to reject any or all bids/proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids/proposals to make the award in a manner deemed to be in the best interest of the County, and to correct any award erroneously made as the result of a clerical error on the part of the County.

Attachment A

Online Bid Submission Instructions:

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

Attachment A

COUNTY OF TOMPKINS
GENERAL CONDITIONS

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER:_____ PHONE NO.:_____

BUSINESS ADDRESS:_____ EMAIL:_____

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

I further attest that:

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

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

Signature & Company Position: _____

Print Name & Company Position: _____

Company Name: _____

Date Signed: _____

Attachment A

ANTI-DISCRIMINATION CLAUSE

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

- The Contractor will not discriminate against any employee or applicant for employment for any of the following: race, creed, color, ethnicity, military service, marital status, disability, sexual preference, perceived gender, national origin, or status as an ex-offender, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not be limited, to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

- The Contractor will send to each labor union or representative of workers with which they have or are bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Division of Human Rights (SDHR),, advising such labor union or representative of the Contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish them with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the SDHR 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 SDHR 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 SDHR 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 SDHR under these non-discrimination clauses and such sections of the Executive Law, and will permit access to their books, records and accounts by the SDHR, 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, Civil Rights Law, and other applicable provisions.

- 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 SDHR that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until they satisfy the SDHR that they have established and are carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the SDHR after conciliation efforts by the SDHR have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the SDHR, notice thereof has been given to the Contractor and opportunity has been afforded them to be heard publicly before the SDHR. Such sanctions may be imposed, and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing

such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting them to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm:_____

By:_____

Date:_____

Title:_____

Attachment A

COUNTY OF TOMPKINS

GENERAL CONDITIONS

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

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

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

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

_____County, New York

Dated: _____, 20_____

_____
Name of Bidder

_____
Signature of Authorized Official

_____
Printed or Typed Name of Official and Title

Sworn to before me this

_____ day of _____,

_____
Notary Public

Attachment A - Tompkins County Livable Wage Policy and Attestation

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

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

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

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

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

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

Excluded Employees are:

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

Contractor's Living Wage Representation

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

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

☐ Yes ☐ No

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

Full-time_____ Part-time_____

Contractor Name:_____

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

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

Attachment B Insurance Requirements

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

A.) Workers' Compensation and New York Disability

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

CE-200 - Certification of Attestation of Exemption 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

- Contractor/Subcontractor shall maintain coverage for itself and all additional insureds for the duration of the Agreement.
- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non-contributory basis.**

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

C.) Commercial Umbrella $1,000,000

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

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

- Contractor, Owner, and all other parties required of the Contractor shall be included as insureds on the auto policy.

E.) Waiver of Subrogation

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

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

Attachment C

TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#

VENDOR IS: □ PRIME CONTRACTOR	□ SUB-CONTRACTOR
IDENTIFICATION NUMBER:	WEBSITE ADDRESS:
VENDOR'S LEGAL BUSINESS NAME:	D/B/A – DOING BUISNESS AS: (if applicable)
ADDRESS OF PRIMARY PLACE OF BUSINESS:	ADDRESS OF PRIMARY PLACE OF BUSINESS IN *NEW YORK STATE* (if different):
TELEPHONE:	TELEPHONE:
FAX:	FAX:
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE: NAME: TITLE: TELEPHONE: EMAIL:	
LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS:	
NAME:	TITLE:
NAME:	TITLE:
A DETAILED EXPLANATION IS RQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.	
1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. □ YES □ NO	

2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   a) An elected or appointed public official or officer? □ YES □ NO
      List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.
   b) An officer of any political party organization in Tompkins County, whether paid or unpaid?
      □ YES □NO
      List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.

3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:
   a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process;
      2. Been disqualified for cause as a Bidder on any permit, license, concession franchise or lease;
      3. Entered into an agreement to a voluntary exclusion from bidding/contracting;
      4. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract;
      5. Been denied an award of a local, state, or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
      6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract? □YES □NO

   b) Been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conducting constituting a crime under local, state or federal including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? □ YES □ NO

   c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:
      1. Federal, state, or local health laws, rules or regulations. □ YES □ NO

4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?
   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied". □ YES □ NO

5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:
   a) File any returns or pay any applicable federal, state or city taxes?
      Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. □ YES □ NO
   b) File returns or pay New York State unemployment insurance?
      Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability. □ YES □ NO
   c) Property Tax
      Indicate the year(s) the vendor failed to file. □ YES □ NO

6.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT'S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEDDING PENDING BY OR AGAINST THE VENDOR OR IT'S AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address, and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed. □ YES □ NO
7.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. □ YES □ NO
8.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded; **Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.** □ YES □ NO

TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#

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

The undersigned certifies that they:

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

Name of Business:

Signature of Owner: _____

Printed Name of Signatory: _____

Title: _____

Address: _____

City, State, Zip: _____

Sworn before me this ____ day of _____, 20 ;

_____
Notary Public

_____
Printed Name

_____
Signature

_____
Date

Attachment D **Tompkins County Business Demographic Survey**

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

Your responses to this survey will not be considered positively or negatively in evaluating your response to this RFP. Tompkins County procurement policies and practices do not discriminate among responders based on race, sex, or on any other characteristic prohibited by federal, state, or local law.

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

Business Information:

Business Name: _____

Contact Person: _____

Email Address: _____

Phone Number: _____

Business Address: _____

Website (if applicable): _____

1. Business Classification (Select all that apply):

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

2. Certification Status

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

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

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

Race/Ethnicity:

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

Gender:

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

Veteran Status:

- ❑ Veteran: ____%
- ❑ Non-Veteran: ____%

Disability Status:

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

4. Business Size

Number of Employees

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

Annual Revenue:

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

5. Type of Business

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

6. Geographic Information

Is your business headquarters in New York State?

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

7. Previous Experience with Tompkins County

Have you previously done business with Tompkins County?

- ❑ Yes
- ❑ No

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

8. Comments or Additional Information

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

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