Onondaga Earth Corps

Comprehensive Program & Organizational Evaluation RFP

Consolidated Questions from Prospective Applicants & Clarification

Deadline Extended
Proposals Now Due: November 20, 2026, 5:00 pm Eastern Standard Time (EST)

1. Budget and Financial Expectations

Questions raised:

- Does OEC have an anticipated budget range or maximum funding ceiling?
- Should the budget cover the full 18-month engagement?
- Should professional fees, travel, and related expenses be included in the proposed budget?
- Would providing a budget range help applicants develop realistic and competitive proposals?

Clarification:

OEC is committed to resourcing this project appropriately and working with the selected consultant to refine the scope of work and budget in a way that meets the project's objectives and available resources.

At this time, OEC is asking prospective consultants to submit their best estimate of the costs associated with completing the full 18-month engagement. Please include all anticipated expenses, including professional fees, travel, materials, and any other costs necessary to complete the proposed scope of work. Please provide a breakdown of costs by project phase or major deliverable, where possible.

OEC will consider the proposed scope, methodology, qualifications, and associated costs when selecting a consultant.

2. Evaluation Timeline, Program Calendar and Deliverable Schedule

Questions raised:

- Is the evaluation intended to cover 18 months (December 1, 2026 – May 31, 2028) or two years?
- Does the two-year reference describe a longer-term evaluation framework that OEC will continue implementing?
- Should the summative evaluation occur at the end of the first program year, with a final report in May 2028?
- Which program year is intended for the summative evaluation?
- What is OEC's typical seasonal programming schedule, including cohort start dates and peak field season?
- How many participants and cohorts does OEC serve annually?
- Are there missing deliverables in the Expected Deliverables table (numbers 8 and 12)?

Clarification:

The consulting contract period will be 18 months, from December 1, 2026 through May 31, 2028. Evaluation during this timeframe should inform the development of a longer-term evaluation framework that OEC can continue implementing beyond the consulting engagement. All contracted consulting activities and deliverables must be completed within the 18-month period.

The schedule below represents one anticipated sequence of activities and deliverables. We recognize that the selected consultant may recommend adjustments to the timing based on the proposed methodology and OEC's program calendar. A priority will be to have the evaluation tools, systems, and staff training in place ahead of the spring 2027 program season.

OEC's program cycles are evolving in response to funding opportunities, participant needs, and ongoing staff reflection. The enrollment numbers and seasonal dates below are estimates intended to provide a general picture of program activity. Actual participation and scheduling may vary.

Number of Estimated Participants by Program & Season - 2027				
Program	Winter	Spring	Summer	Fall
	Jan - Mar	Apr - Jun	Jun - Aug	Sep - Nov
Youth (15-18)	6-12	6-12	20-30	6-12
Young Adult (18*-25)	10-13	10-13	10-13	10-13
Advanced Young Adult (18-25)	3-5	3-5	3-5	3-5

*18 year olds that are either disconnected from traditional schooling or already graduated from high school are considered on a case by case basis to be eligible for the Young Adult Program.

Below is one plausible scenario for the timing of deliverables by phase that considers our program schedule.

	Dec 26	Q1 2027	Q2 2027	Q3 2027	Q4 2027	Q1 2028	Q2 2028
Phase	Phase I & II		Phase III			Phase IV & V	
Deliverables	1, 2, 3, 4		6, 7, 9, 10	11		13	
Program Schedule	No program	Winter	Spring	Summer	Fall	Winter	Spring
		Jan - Mar	Apr - Jun	Jun - Aug	Sep - Nov	Jan - Mar	Apr - Jun

There are no missing deliverable numbers. The number sequence was due to a numbering error.

3. Existing Data, Technology and Evaluation Infrastructure

Questions raised:

- How many years of historical participant, program, and outcome data are available?
- Will evaluators have direct access to CorpsNet (Metamorphosis)?
- Will access be read-only, export-only, or managed through OEC staff?
- Will evaluators have access to Google Forms data?
- Are there known limitations in data quality, reporting, export capabilities, or integration?
- Can OEC share its existing logic model and key performance indicators (KPIs)?

Clarification:

OEC has accumulated historical participant and program information through CorpsNet (Metamorphosis), Google Forms, and other internal records. The availability, consistency, and completeness of historical data vary by program, year, and type of information collected.

We anticipate that the selected consultant will review existing data sources and assess their usefulness in establishing a baseline for the evaluation. OEC will work with the consultant to provide appropriate access to relevant historical records and data exports, including CorpsNet and Google Forms information, as appropriate to the agreed scope of work.

We recognize that our existing systems and data collection practices have limitations, and we expect the evaluation process to help identify opportunities to improve data quality, consistency, reporting, and integration moving forward.

Please see the attached logic model, key performance indicators, and inventory of existing evaluation tools by participant type. OEC also has several third-party reports prepared by college students that may provide additional background and historical context.

4. Data Privacy, Confidentiality and Participant Protection

OEC recognizes the importance of protecting the privacy and confidentiality of program participants, particularly youth under the age of 18. The selected evaluator will be expected to maintain appropriate administrative, technical, and physical safeguards to protect all participant and organizational information accessed or collected during the engagement.

At a minimum, the selected evaluator will be expected to:

- Maintain confidentiality agreements and appropriate data protection procedures for all personnel involved in the evaluation.
- Limit access to participant and organizational information to authorized personnel with a legitimate need to access such information.
- Use de-identified or aggregate data whenever possible and limit the collection and retention of personally identifiable information to what is necessary for the evaluation.
- Maintain secure, password-protected, and encrypted systems to store and transmit confidential information.
- Establish appropriate protocols for participant consent, parental permission where applicable, and voluntary participation in surveys, interviews, and focus groups.
- Protect participant identities in evaluation reports, presentations, case studies, and other deliverables.
- Establish procedures for data retention, return, and secure destruction at the conclusion of the engagement.
- Notify OEC promptly of any suspected or confirmed unauthorized access, loss, or disclosure of confidential information and cooperate in responding to the incident.
- Obtain OEC's prior written approval before sharing confidential information with subcontractors or third parties or using it for purposes outside the scope of the evaluation.

Proposals should describe the consultant's approach to data privacy, confidentiality, participant protection, and information security, including any relevant policies, procedures, or experience working with youth-serving organizations.

OEC does not anticipate requiring a formal IRB review for this evaluation. However, the selected consultant should identify any applicable research ethics, participant protection, or institutional review requirements associated with the proposed methodology and bring any concerns to OEC's attention before implementing the relevant activities. Appropriate consent and parental permission procedures for participants under 18 must be established in consultation with OEC.

The selected evaluator will be required to enter into a confidentiality and data protection agreement with OEC before receiving access to confidential participant or organizational information.

Participant information and confidential OEC records may not be uploaded to public artificial intelligence platforms or shared with third-party services without OEC's prior written approval and appropriate data protection safeguards.

5. Evaluation Methodology, Scope and Organizational Assessment

Questions raised:

- Is OEC seeking both retrospective and prospective evaluation?
- Should evaluators analyze historical data as well as improve and implement new data collection instruments?
- Is the expectation to measure program contribution and participant outcomes, or conduct comparison-group, quasi-experimental, or causal-impact analysis?
- How extensive should the organizational assessment be beyond processes directly related to program implementation and evaluation?

Clarification:

Over the course of OEC's history, evaluation data collection and consistency have varied. Many of our tools and systems have been aspirational, and we have not always had the resources or organizational capacity to implement them consistently.

We would like the consultant to examine historical evaluation tools, data, and practices to understand what information has been collected, identify gaps, and establish a baseline where possible. A primary objective would be to recommend and support a more systematic approach to evaluation that allows OEC to consistently track participant development, workforce outcomes, technical skills, environmental awareness, and community impact beginning in 2027 and beyond. Before implementing any new evaluation approach, consultants would need to identify any additional costs/resources for tools associated with a new system. This would be a cost absorbed by the organization if chosen.

This RFP focuses on program evaluation and the organizational infrastructure that supports effective program implementation, continuous improvement, and long-term measurement. We are interested in understanding how existing organizational systems and practices support or hinder our ability to deliver effective programs and measure outcomes.

This evaluation is limited to 18 months and focuses on OEC and its participants only. The evaluation will not focus on a similar group that did not participate-no comparison-group design. Additionally, both a Quasi-experimental and a Causal-impact evaluation design would require: 1)

a larger sample size; 2) a comparison group and a randomly assigned group; and 4) a timeframe that would extend beyond 18 months.

While the findings and recommendations may inform broader organizational practices, OEC is not expecting the consultant to undertake the implementation of broader organizational restructuring or operational recommendations. The primary expectation is to develop a practical evaluation framework, recommend improvements to supporting systems, and build the internal capacity necessary for OEC to sustain the evaluation process.

6. Onsite, Remote and Hybrid Engagement Expectations

Questions raised:

- How much onsite presence does OEC expect?
- Is a remote-first or hybrid approach acceptable?
- Can interviews, data reviews, organizational assessments, and continuous improvement activities be conducted remotely?
- Which activities require in-person participation?
- Are there seasonal periods when onsite presence is particularly important?
- Can designated members of a consulting team handle onsite activities while other team members work remotely?

Clarification:

It will be important for the consultant to visit OEC facilities and engage with our team in person, particularly during Phase I of the project. Initial relationship-building, understanding our organizational culture and program operations, and observing program activities will be important to developing an effective evaluation approach.

We are open to portions of the work being conducted remotely for convenience and cost savings. We anticipate that the appropriate balance of onsite and remote engagement will vary by project phase and activity. We encourage consultants to propose an approach that identifies which activities are most effective in person and which can be conducted remotely.

Please include anticipated travel and related expenses in your proposed budget.

7. Organizational Capacity Building, Implementation and Sustainability

Questions raised:

- How many OEC staff members will participate in the internal evaluation team, and what are their roles?
- How much staff time can OEC dedicate to evaluation activities and data collection?

- Will staff training, technical assistance, and ongoing implementation support be required?
- Is a sustainability plan expected?
- Should evaluators directly assist with implementing recommended organizational improvements, or primarily provide findings, guidance, and training?
- Will post-implementation support be expected?

Clarification:

OEC anticipates an internal evaluation team consisting of approximately eight staff members, including program and project team leaders and the Executive Director, along with two board representatives (the Board President and one additional board member). We are also exploring opportunities to involve colleagues with relevant program evaluation experience.

Program staff will primarily focus on youth development-related evaluation tools and processes, while the project team will focus on technical field skills and competencies within the green industry. The Executive Director and board representatives will help coordinate, oversee, and provide organizational guidance throughout the process.

Developing and implementing an updated evaluation plan ahead of the spring 2027 program season is a priority. OEC's leadership team is prepared to prioritize this work and make staff available for planning, training, and implementation activities in coordination with the selected consultant.

We anticipate the consultant will play an active role in developing practical evaluation tools and processes, training staff to use them, and providing technical assistance as the new system is implemented. Following the initial development and training period, we would like to establish regular check-ins with the consultant to review implementation, address challenges, and make adjustments as needed.

Our goal is to develop an evaluation system that OEC staff can confidently and consistently implement and maintain beyond the consulting engagement.

8. Consultant Qualifications, Proposal Requirements and Contract Administration

Questions raised:

Qualifications and references

- Can qualifications and work samples reflect the collective experience of a consulting team? Yes
- Can experience gained through previous employers or institutional roles be included, provided individual contributions are identified? Yes

- Must references come from evaluation projects specifically, or can they include organizational assessments and data-system projects? Yes
- Is there a preferred timeframe for references, such as the last five years? References should be reasonably recent where possible, although OEC recognizes that particularly relevant experience may extend beyond the past five years.
- Can references come from international clients or projects led by the principal for other organizations? Yes

Proposal submission requirements

- Is there a page limit or preferred proposal format?
- Can work samples be submitted as separate PDF attachments?
- Are there additional formatting or submission requirements?

The proposal page limit is a maximum of 10 pages, with no preferred format. Applicants may organize their proposals in the format they believe best communicates their qualifications, proposed methodology, work plan, and budget. Work samples may be submitted as separate PDF attachments.

Contract and insurance

- Are there minimum insurance requirements?
- What levels of general liability and professional liability coverage are required?
- Are there standard contract terms that applicants should review before submitting?

Please see the attached sample contractor agreement for general information regarding OEC's contracting expectations. The final agreement will be developed with the selected consultant and may include additional provisions specific to this evaluation, including confidentiality, data privacy, and participant protection requirements. Applicable insurance requirements will be addressed during the contracting process.

Onondaga Earth Corps Logic Model

Needs

- Youth development in underserved communities (leadership, healthy lifestyles, preparedness for self sufficiency)
- Youth unemployment
- Environmental justice and equity
- Community disinvestment
- Workforce (urban forestry, landscaping, etc.)

Inputs

- Funding
- Staff
- Partners
- Infrastructure (office, trucks, trailers, tool storage, tools, etc.)
- Meaningful fee-based work

Theory of Change (Outputs)

Activities

What we do

- Youth Program
- Young Adult Program
  - Advanced Young Adult Program
  - AmeriCorps Program
- All program elements: hiring process, pre-hire training, orientation, exposure to outdoors, personal development training, mentorship, skills training, community events, community collaboration, etc.

Participation

Who we reach

- Underserved
  - Youth (15-18 y/o)
  - Young Adults (19-25 y/o)
- Service-minded
  - Young Adults (19-25 y/o)
  - Interns
  - Volunteers

Outcomes

Short Term

- Employment with OEC
- Improved self-esteem
- Knowledge attainment
- Skills attainment
- Increased environmental awareness
- Leadership opportunity
- Civic engagement

Middle Term

- Employment in line with career and life goals
- Education in line with career and life goals
- Motivated youth applying themselves in life and in community

Long Term

- Self-sufficiency and gainful long term employment (careers)
- Successful adults (mentors)
- Healthy and safe community
- Civically engaged community
- Environmental, social, racial Justice
- Clean environment
- Beautified community

Key Performance Indicators

Youth

- # Applicants
- # Youth trained
- # Youth employed
- % Attendance
- % Graduation
- Life success skills
- Civic engagement
- Self confidence
- Environmental awareness

Young Adults

In addition to youth KPI

- Individual development plan
- % Goals achieved
- # Referrals
- % Job placement
- Wages of job placement
- % Apprenticeship placement
- % Education placement
- % Internship placement
- Service hours
- Industry recognized credential

Community

- # Volunteers
- # Service projects
- # Partners

Environment

- # Trees planted
- # Trees maintained (prune, mulch, watered, etc.)
- # Sites maintained
- # Lbs of litter collected
- # Weeds/leaves removed
- # Miles of trail improved
- # Miles of waterway improved
- # Acres of public lands improved

www.onondagaearthcorps.org | 315-565-3797 | info@onondagaearthcorps.org

Onondaga Earth Corps Evaluation
Data Collection Tools and Schedule

Evaluation Tools by Participant Type	Timing
All participants	
1. New hire forms:	Time of hire
2. Program onboarding forms: (demographics, highest level of education, personal development interests)	
Youth	**Youth**
1. Pre Program Survey	Pre hire
2. Performance Evaluation Matrix (CLS)	Mid summer
3. Workshop/Training Evaluation (Project)	@ training
4. Post Program Survey (Coordinators)	Last day
5. Parent Survey (Coordinators/support)	Last week
6. Program Exit Form (Coordinators/support)	
Young Adults	**Young Adults**
1. Pre Program Survey	Pre hire
2. Performance Evaluation Matrix	Mid season
3. Personal Development (YA)	
a) Individual Development Plan	First week
b) Goal tracking (personal, education, career)	Every other week
c) Referrals to other community resources	
4. Quick Check-in, written or verbal, individual or group	As needed
a) Smiley face evaluation	
b) Roses and thorns	
5. Workshop/Training Evaluation	@ training
6. Post Program Survey	Last day
7. Program Exit Form	Last week
Advanced Young Adults	**Young Adults**
1. Pre Program Survey	Pre hire
2. Performance Evaluation Matrix	Mid season
3. Personal Development (YA)	
a) Individual Development Plan	First week
b) Goal tracking (personal, education, career)	Every other week
c) Referrals to other community resources	
4. Quick Check-in, written or verbal, individual or group	As needed
a) Smiley face evaluation	
b) Roses and thorns	
5. Workshop/Training Evaluation	@ training
6. Post Program Survey	Last day
7. Program Exit Form	Last week
AmeriCorps Young Adults	**Young Adults**
1. Pre Program Survey	Pre hire
2. Performance Evaluation Matrix	Mid season
3. Personal Development (YA)	
a) Individual Development Plan	First week
b) Goal tracking (personal, education, career)	Every other week
c) Referrals to other community resources	
4. Quick Check-in, written or verbal, individual or group	As needed

Onondaga Earth Corps Evaluation
Data Collection Tools and Schedule

a) Smiley face evaluation b) Roses and thorns 5. Workshop/Training Evaluation 6. Post Program Survey 7. Program Exit Form 8. AmeriCorps Evaluation 9. AmeriCorps Survey	 @ training Last day Last week
All Participants 1. Post Program Interview #1 2. Post Program Interview #2 3. Post Program Interview #3 4. Alumni engagement	 1 month 6 months 12 months ongoing
Project Partners 1. Project Partner Survey 2. AmeriCorps Project Partner Survey	 Upon project completion or seasonally if long term project

SUBCONSULTANT AGREEMENT

This Agreement ("**Agreement**") is made this 6th day of August, 2026, by and between ONONDAGA EARTH CORPS, INC. ("Contractor"), a New York not for profit corporation with an office located at 490 West Onondaga St, Syracuse, New York 13202 ("**Contractor**") and **SUBCONTRACTOR**, with an office located at ADDRESS ("**Subconsultant**"). Contractor and Subconsultant may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

The term of this Agreement shall be for an eighteen (18) month period effective as of December 1, 2026 through May 31, 2028.

W I T N E S S E T H:

WHEREAS, Contractor has entered into a contract with the American Forests ("**Customer**") to will mobilize community and youth organizations throughout the qualifying area to increase tree equity and access to safe greenspace through engaging and educating youth, expanding workforce programs, and supporting community-driven projects. Key partners include the Onondaga Earth Corps, the city of Syracuse, the Gifford Foundation, and 30+ community organizations across the city. More than 4,500 people will participate across delivery methods to plant and care for 7,200 trees over the next 4 years.; and

WHEREAS, Contractor desires to subcontract certain services, duties, and responsibilities of Contractor pursuant to the Contract to Subconsultant; and

WHEREAS, Subconsultant has agreed to undertake such services and perform such duties and responsibilities, as more fully set forth herein;

NOW, **THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Description of Subconsultant's Services and Duties**. Subconsultant agrees to supply, undertake, be responsible for, and complete all of the specific services, obligations, and requirements set forth at **Exhibit A (Scope of Work)** to this Agreement. Subcontractor agrees to supply laborers and/or technical staff who are qualified, fit and skilled to perform the work assigned, and shall not employ anyone on the work who is unfit or not skilled in said work. Subconsultant's workers shall at all times remain employees of Subconsultant and are not employees of Contractor or Customer. Subconsultant agrees to be responsible for all compensation, including any benefits, due to its employees, and any fees, permits, taxes, or other charges pertaining to its services.

2. **Completion of Work**. Subconsultant must supply an adequate and sufficient number of skilled workers and materials of proper quality and quantity for the completion of its work. If, at any time, Subconsultant refuses or neglects to supply a sufficient number of workers or adequate materials, fails in any way to deliver work with promptness and diligence or violates any provision of this agreement, Contractor has the right, after ten (10) days of written notice to Subconsultant, to provide any labor and/or materials and to deduct these costs from any money due or that may become due to Subconsultant. In addition, Contractor will be at liberty to terminate Subcontractor's right to complete the work or to contract with another party or employ other persons to finish the work and/or provide materials for it. Subconsultant will not be entitled to receive any payment under this contract if its right to complete the work is

terminated until the work is completed by Contractor or a third party. Once the work is complete, Subconsultant may receive the balance of the payment specified above, less any expenses Contractor incurred to complete the work without Subconsultant. Subconsultant must reimburse Contractor for any expenses that exceed the balance of Subconsultant's outstanding payment balance.

3. **Rate and Terms of Payment to Subcontractor**. Contractor will pay Subcontractor the amounts set forth on **Exhibit B (Fee Proposal)** to this Agreement within 45 days of Contractor's receipt of a written invoice from Subcontractor, subject to Contractor's receipt of payment from the Customer.

4. **Maintenance of Workers' Compensation and Liability Insurance by Subcontractor**. Subcontractor shall provide insurance as set forth on **Exhibit C**.

5. **Indemnity of Contractor Against Liability**. Subconsultant shall defend, protect, hold harmless, and indemnify Contractor, its officers, directors, employees, agents, and their successors and assigns against and from any and all injuries, costs, expenses (including attorneys' fees), claims, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature for or on account of: (a) injury to or death of person or persons caused by or otherwise related to the work performed by Subconsultant pursuant to this Agreement; (b) any act, omission, conduct, or negligence of Subconsultant, its employees, agents or subcontractors; (c) any breach or default in the performance of any obligation on Subconsultant 's part to be performed under this Agreement; (d) legal proceedings arising out of or in any manner connected with work performed by Subconsultant pursuant to this Agreement, including attorneys' fees; and (e) the failure of any representation or warranty made by Subconsultant herein to be true when made. This indemnity shall survive termination of this Agreement. NOTE: EDR would like to include a reverse indemnity clause.

6. **Safety**.
    a. Subconsultant agrees that the safety of workers engaged in the work under this agreement is solely its responsibility. Subconsultant specifically agrees to take appropriate precautions to ensure the safety of its own employees.
    b. Subconsultant must comply with all applicable safety federal, state and local laws, rules, regulations, statutes, ordinances and directives ("laws") that are in force or that may come into force during the work as they relate to Subconsultant's operations, materials and personnel.
    c. Subconsultant also agrees to comply with any and all applicable safety standards. If Subcontractor has five (5) or more employees, it will establish and implement a safety program for its work. If requested, Subconsultant will submit to Contractor its safety program for review. Contractor's review of Subconsultant's safety program does not in any way release or decrease Subconsultant 's liability by way of indemnity or otherwise, under this Agreement.
    d. Upon request, Subconsultant will also produce all the documents necessary to evaluate the quality of the materials used in its work.
    e. Subconsultant must submit copies of all accidents or injury reports to Contractor as soon as practicable or prescribed by law.

7. **MISCELLANEOUS.**

    a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together will constitute one agreement between the Parties. In the event the Parties execute this Contract in the form of a facsimile or internet transmission, the Parties agree promptly thereafter to execute identical non-facsimile counterparts dated as of the execution date of the facsimile or internet version.

b. **Incorporation of Recitals.** The recitals portion of this Contract is hereby incorporated by this reference as fully as though it were here rewritten.
c. **No Waiver.** A failure by either Party to assert its rights under this Contract shall not be deemed to be a waiver of such rights nor shall any waiver be implied from any act or omission. All waivers to be effective must be in writing. No waiver by either Party with respect to any right shall extend its effect to any subsequent breach of this Contract of like or different kind unless such waiver explicitly provides otherwise.
d. **Independent Contractor**. Contractor and Subconsultant agree that nothing in this Agreement or the actions of the parties shall create an employer/employee relationship between Independent Contractor and Subcontractor.
e. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Parties agree that all disputes between the Parties shall be resolved by bringing an action in the state or federal courts located in the County of Onondaga, State of New York. The Parties hereby agree that such venue is reasonable for all purposes of this Agreement.
f. **Compliance with Laws & Regulations**. Subconsultant and its employees and subcontractors shall comply with all laws, regulations, decrees, codes (specifically, but without limitation, building codes), permit requirements and other acts of any government authority including Federal and State labor, occupational, safety, and tax laws.
g. **Severability.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without in any manner affecting the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.
h. **Litigation.** If suit is brought by either party for the breach of any provision of this Agreement, the non-prevailing party agrees to pay the prevailing party all reasonable costs in connection with such suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.
i. **Amendments.** This Agreement may be altered, modified, or amended only by a written agreement duly executed by both Parties.
j. **Assignment.** This Agreement may not be assigned without Contractor's written consent.
k. **Complete Agreement.** This Agreement, including its exhibits, if applicable, constitutes the entire agreement between the Parties and supersedes and renders null and void all prior agreements, understandings, and proposals, whether oral or written, between the Parties relating to the subject matter of this Agreement.

[**Remainder of page intentionally left blank**]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above, and accept and agree to be bound by the terms hereof.

CONTRACTOR: **ONONDAGA EARTH CORPS, INC.**

By: _____

Title: _____

SUBCONTRACTOR: _____

By: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

Refer to RFP

EXHIBIT B

PAYMENT TERMS & FEE PROPOSAL

Contractor will pay to Subconsultant the payment agreed upon for Subconsultant's work if the work is completed to Contractor's satisfaction according to the terms and agreements in this agreement within 45 days of Contractor's receipt of an invoice from Subconsultant. No payment will be due from Contractor to Subconsultant until Contractor has received payment from the Customer.

The payment agreed upon for Subconsultant's work is not to exceed $XXXXX as outlined in Exhibit B Fee Proposal. Invoices should be submitted monthly for work completed in a given month by the 10th day of the following month in order to process timely invoices to the Customer.

No payments made under this contract will operate as Contractor's admission that Subconsultant has complied in full or in part with this contract if in fact the case shows otherwise. No payment made under this contract prevents Contractor from taking any action to recover damages from Subconsultant for any violation of this agreement or for substandard quality of work performed or materials used.

EXHIBIT C

INSURANCE REQUIREMENTS

1. Prior to the beginning of the work, Subcontractor must provide to Contractor certificates of insurance showing that Subcontractor has coverage for itself, its employees, agents and subcontractors. Subcontractor's insurance must be with a carrier who is A.M. Best rating of "A-" or better.

2. Subcontractor's Commercial General Liability insurance policy must cover the damages you become legally liable in case of bodily injury, property damage and personal or advertising injury with no endorsement or modification of the commercial general liability policy limiting coverage for products and completed operations for Subcontractor or Additional Insured(s).

3. Subcontractor to secure Commercial General Liability insurance policy with the following minimum limits of liability& endorsements:
   - ❖ $1,000,000 for each occurrence;
   - ❖ $2,000,000 for general aggregate;
   - ❖ $2,000,000 for products/completed operations aggregate; and
   - ❖ $1,000,000 for personal and advertising injury limits.
   - ❖ Subcontractor's policy must name Contractor as an Additional Insured ***including*** Products and Completed Operations.
   - ❖ Coverage must apply on a Primary and Non-contributory basis with respect to any other insurance carried by the Owner and/or Contractor.
   - ❖ Include a Waiver of Subrogation endorsement in favor of Contractor.

4. Subcontractor must secure a Commercial Automobile Liability insurance policy to cover the damages that become legally liable for use of any motor vehicle, trailer or mobile equipment owned, hired, leased, and used on behalf of or by Subcontractor. Commercial AutomobileLiability insurance limit of $1,000,000 combined single limit BI/PD for each accident.Subcontractor's policy must name Contractor as an Additional Insured for Automobile Liability and include a Waiver of Subrogation endorsement.

5. Subcontractor must secure an umbrella/excess liability insurance policy with the following policies scheduled as underlying: General Liability, Automobile Liability and Employers Liability. Minimum limits of insurance shall be:
   - ❖ $1,000,000 for each occurrence;
   - ❖ $1,000,000 for general aggregate

6. Subcontractor must secure a workers' compensation & employers' liability insurance policy. This policy must be written with limits of $1,000,000 for each accident policy, $1,000,000 for each disease policy and $1,000,000 per disease, per each employee and include a Waiver of Subrogation endorsement.