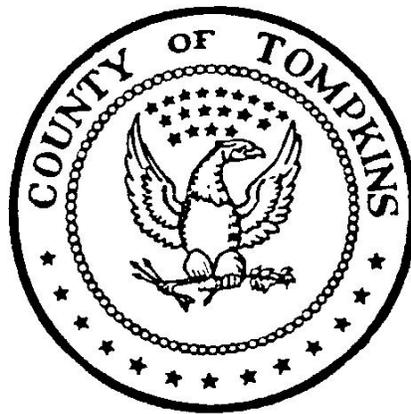


# **Tompkins County Budget Management and Monitoring System**

Departments of County Administration and  
Information Technology Services

## **REQUEST FOR PROPOSALS**



**RFP Release:  
September 22, 2015**

**RFP Response Deadline:  
October 19, 2015**

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## 1. GENERAL INSTRUCTIONS TO RESPONDING CONSULTANTS

1. Read all documents contained in this proposal specification package.
2. Responding consultants are responsible for submitting their proposal to the exact location indicated in the specifications prior to the time indicated. No proposals will be accepted after the designated time and will be returned to the consultant unopened. **NOTE:** This includes any changes listed on the latest addendum issued, if any. Delay in the mail delivery is **not** an exception to the deadline for receipt of proposals.
3. Responding consultants are responsible for reporting, in writing, any errors found in the RFP documentation and/or specifications to Tompkins County Information Technology Services Department, 128 East Buffalo St., Ithaca, NY 14850, [gpotter@tompkins-co.org](mailto:gpotter@tompkins-co.org) or fax (607) 274-5420. Failure to report errors constitutes acceptance as written.
4. Questions about, or clarifications to, the technical specifications or general RFP items must be made in writing to Tompkins County Information Technology Services Department, physical address or email address above, prior to the close of business (4:30 p.m. EST) on 10/7/2015. Verbal questions will not be entertained. Responses to questions will be posted prior to close of business day (4:30 p.m. EST) on 10/9/2015 at the following website:

<http://www.tompkinscountyny.gov/purchase>

5. Responding consultants shall indicate on the outside of their sealed response to the RFP the following information:
  - A. Title of Proposal
  - B. Date & Time Proposal is Due
  - C. Company Name

Each proposal must be submitted under separate cover and will be considered on its own merits.

Responding consultants must submit one **original unbound** proposal package(s) with original signatures and one electronic version (.pdf or .doc) of the entire RFP response.

6. The following forms (Appendix B) must be submitted with the RFP response package:
  - A. Affidavit of Non-Collusive, signed and dated
  - B. Anti-Discrimination Clause, signed and dated
  - C. Vendor Responsibility Questionnaire
  - D. Livable Wage Form
  - E. Insurance Certificate, completed and signed by insurance agent
  - F. Proposal Sign-Off Sheet, filled out in its entirety
7. Failure to submit any required information or forms may result in the rejection of the proposal as non-responsive. Furthermore, the County reserves the right to require the consultant to supply any additional information it deems necessary to determine the successful consultant and further to waive any minor informalities it deems to be in its best interest.

8. All proposals submitted to Tompkins County become the property of Tompkins County and are subject to Public Information Policy. Any confidential information, such as a company's financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside.
9. The apparent silence of the specifications as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used, specified or accepted.

## 2. GENERAL CONDITIONS

### 1. Method of Award:

The County reserves the right to award the contract(s) to the bidder(s) that the County deems to offer the proposal that the County, at its sole discretion deems to be in the best interest of the County. The County reserves the right to cancel this proposal, reject any/all proposals, and to waive any/all informalities and/or irregularities if it is deemed to be in the best interest of the County to do so.

### 2. Contract Extension:

The County reserves the right to allow all municipal, school districts, and not for profit organizations authorized under the General Municipal Laws of New York State to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to the New York State General Municipal Law 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract(s) between the vendor and the County.

### 3. Bidder Responsibility:

The bidder, by submitting a bid, represents that:

- A. The bidder has read and understands the specifications in their entirety and that the bid is made in accordance therewith, and;
- B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. The bidder will be held responsible for any and all discrepancies, errors, etc., in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

### 4. Tax on Materials:

In regard to any taxes applicable to this project, please acquire a copy of form ST-120.1 from the New York State Department of Taxation and Finance and follow accordingly. Tompkins County is tax exempt. Tax exempt certificates, if required, will be forwarded upon request.

### 5. Incurred Expenses:

This Request for Proposals does not commit the County of Tompkins to award a contract, nor shall the County of Tompkins be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the proposal, or any cost or expense incurred by the bidder prior to the execution of a contract.

### 6. Contract(s):

A contract(s) will be required by the County for the implementation and support of the project defined by this RFP. The successful bidder will be required to sign a Tompkins County contract. Tompkins County will not sign any company's service agreement, contract or any other form of agreement. Tompkins County reserves the right to extract certain language from a company's agreement and incorporate it into a Tompkins County contract if mutually agreeable. The contract negotiations of the selected consultant(s) are anticipated to begin within ninety (90) calendar days of opening date of RFP responses. No responding consultant(s) may withdraw their proposal within thirty (30) days after the proposals are due, however, proposals may be withdrawn at any time prior to proposal due date and opening. Notice of award will be sent to all successful responding consultant(s) by US mail or e-mail

notification. Unsuccessful responding consultants shall also be notified. Tompkins County reserves the right to enter into contract negotiations with an unlimited number of preferred consultant(s) resulting from the outcome of the RFP evaluation process.

**7. Non-Appropriation Clause:**

In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor 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 issuance of a purchase order. Issuance of a purchase order indicates that the County currently has set aside adequate funds to procure the goods or services indicated in the purchase order or the contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

**8. Deviations:**

Deviations to the specifications are to be so noted and fully explained. Tompkins County reserves the right to accept any or all deviations if it proves to be in the best interest of the County.

**9. Workforce Diversity and Inclusion:**

Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:

- A. An organization-wide understanding and acceptance of the purpose and reasons for diversity;
- B. Recruitment and retention policies that assure a diverse workforce;
- C. A workplace environment that is welcoming and supportive of all;
- D. Awareness, understanding, and education regarding diversity issues;
- E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;
- F. A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.

**10.** All Bids, Request for Proposals and Request for Qualifications submitted to Tompkins County become the property of Tompkins County and are subject to Public Information Policy. Any confidential information, such as a company's financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside.

**11. Corporate Compliance:**

**FEDERAL FUNDING COMPLIANCE.** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Contractor agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be reviewed at [www.tompkinscountyny.gov](http://www.tompkinscountyny.gov), or a copy can be obtained at Tompkins County Administration, 125 East Court Street, Ithaca, New York 14850.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not “excluded individuals or entities” under Federal and/or New York State statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list.

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

## **12. Iranian Energy Sector Divestment:**

- A. By submitting a bid, the Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:
- (1) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - (2) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector of Iran.
- B. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- C. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Proposals must certify and affirm the following under penalties of perjury:
- (1) “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 to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).
- D. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or
  - (2) The County of Tompkins has made a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the County of

Tompkins would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

**13. Contract Re-assignment:**

The Contractor/Proposer shall not re-assign any portion of any contract that results from this bid without the express written consent of the County.

**14. Living Wage:**

- A. Tompkins County must consider the wage levels and benefits, particularly health care, provided by contractors when negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.
- B. If contractor certifies on Attachment A that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold.

**C. Tompkins County Hold Harmless and Insurance Requirements:**

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

**A.) Workers' Compensation and New York Disability**

**Workers' Compensation**

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

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, **OR**

CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), **OR**

SI-12 - Certificate of NYS Workers' Compensation Self Insurance, **OR**

GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability \$1,000,000

**Disability Benefits Requirements**

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, **OR**

DB120.1 - Certificate of Disability Benefits Insurance, **OR** DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

**B.) Commercial General Liability** including, contractual, independent contractors, products/completed operations

|   |             |
|---|-------------|
| Each Occurrence                         | \$1,000,000 |
| General Aggregate                       | 2,000,000   |
| Products/Completed Operations Aggregate | 2,000,000   |
| Personal and Advertising Injury         | 1,000,000   |
| Fire Damage Legal                       | 50,000      |
| Medical Expense                         | 5,000       |

- **General Aggregate** shall apply separately to the project prescribed in the contract
- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non contributory basis**

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

### **3. INTRODUCTION**

Tompkins County is seeking a Budget Management and Monitoring System in a local government environment. The system shall be a fully-operational, turnkey custom-built system solution and the consultant will provide all system configurations, customizations, installation, training, user documentation and conversion services. The system must provide the ability for integration or data conversion with the County's current Accounting and Financial System which is Sungard PLUS, version 5.0. Current published Tompkins County Budget information is accessible at:

<http://www.tompkinscountyny.gov/ctyadmin/budget>

#### **3.1 Project Background**

##### **Project Objectives**

Tompkins County is seeking fixed price proposals from firms specializing in governmental budget management and production systems, herein after referred to as the system, in a local government environment. The system shall be a fully operational turnkey custom built or COTS (Commercial Off the Shelf) system solution and the vendor shall provide configuration, customizations, installation, training, user documentation, and conversion services. A detailed implementation timeline should accompany the proposal.

The system must have the capabilities to share data between other systems and must be integrated to the County's Accounting and Financial System so that creation of a working budget tables can be accomplished with current data and select periodic updates through the process.

The system must support up to 100 concurrent users and allow system administrators to monitor use, communicate interactively with users and acknowledge potential problems, like inadvertent entry errors.

Generation of reports for the budget document along with supporting charts and displays should be included allowing analysis for rollup and detail at any level. Form outputs can be customized easily with minimal user-interface. The ability to model a variety of scenarios for analysis and ability to allocate specific cost center expenses across multiple departments.

Salary projection, budget monitoring, document population and historical analysis should be addressed and the capabilities integrated into the application. Individual departments need the ability to move positions within a business area or business area group and model budgets.

Management needs ability to forecast and combine multiple years for trend analysis. Budget monitoring system allows for monthly review of appropriation and revenues and ability for departments to provide input.

##### **Budget Process Overview**

In Tompkins County, budget modeling begins in February and a model or target is sent to departments in May. Department responses/requests are due back to County Administration in mid-July. County Administration then reviews and meets with the departments (budget hearings), as appropriate in July and early August. County Administration then develops a proposed budget that is submitted to the County Legislature in on the first Tuesday of September.

##### **Requirements**

A major driving component of the budget is Personnel Costs. The system has to drive salary and benefits costs on a per position basis and to roll these costs to the individual line item. The system has the flexibility to abolish, create, de-fund, partially fund and move positions to different areas of the budget across the county.

The system must have the capabilities to share data between other systems and integrated to the County's Accounting and Financial System. Generation of reports for the budget document along with supporting charts and displays should be included. Finally, salary projection, budget monitoring, document population and historical analysis should be addressed and the capabilities integrated into the application.

## **Preliminary Recommendations for Improvement**

The current budget environment is a home-grown system that, while it is functional for today's needs, has limitations in delivering functionality for the desired state. The current system is driven by generating summary reports manually and reliant on a single point of monitoring.

A digital solution can tie together functional systems that allow for the viewing of real-time actual expense vs. planned or target expenses in a streamlined fashion. This system eliminates human intervention in each processing step freeing staff for analysis vs. chasing and entering data.

The data needs to be accessible with ability to interact and use data for evaluation and modeling at many levels. The system needs to be defined for standard reporting as well as users/administrators able to query and model data-based on a variety of variables. The Budget Tool will not only streamline department interaction but will allow for quicker, accurate analysis at the Management level.

## **Requirements for a new Budget Module/System**

REPLACE STATUS QUO: To merely replace current budget entry/database on Citrix server:

- Allow County departments to securely logon via internet
- Serve up prior year text and numbers for departments as a reference for:
  - Basic narrative about department
  - FTEs
  - Contracts
  - Memberships
  - Prior year budget requests
- Allow department level budget request entries for:
  - Basic narrative about department
  - FTEs
  - Contracts
  - Memberships
- Allow entries that link Department, Functional Unit, and Account# with dollar amounts for:
  - OTRs (Dept New)
  - Target Budget (Dept Base)
  - Calculation of fringe on payroll accounts
  - Interfund/interdepartment transfers
- Allow progress tracking of budget entries by Co. Admin
- Allow entries of recommended and adopted budget amounts by Co. Admin. by dept, functional unit, and account. (Best if all requested can be pasted in and only changes require "hand entry.")
- Allow extraction of entries into Admin Dept's Annual Budget Database for:
  - Export to Excel for analysis, etc.
  - Data management
  - Populating budget book(s) (Crystal Reports)
- Interface effectively with Sungard Financial System software for acquisition of modified budget numbers and upload of approved budget numbers.
- Maintenance, service, and troubleshooting expertise available via ITS (Mornings 2 days/week)

IMPROVING THE SYSTEM: To offer improvements over the current system, a replacement would have to achieve the entire list above, plus do some or all of the following:

- Allow secure logon and budget request entries by supported Agencies.
  - Target amounts (Dept Base)
  - OTRs (Dept New)
- Allow entry of data/information for Program Impact Assessment (PIA) report by Departments and Agencies

- Allow entry of data for proposed departmental fees
- Allow entry of data for capital plan/projects
- Include a scheduling function with which departments agencies could select time slots for budget conversations with County Admin and presentations to Expanded Budget Committee.
- Replace much of what we now do in separate additional software with “on board” capability:
  - Application of assumptions and projections in arriving at proposed goal and target numbers
  - Calculation and publication to departments and agencies of fiscal targets
  - Generation of clear, effective reports at departmental and functional unit levels, including multiple prior years, etc.
  - Generation of accurate (on board) reports that mimic our current budget book(s) and print to PDF.
- Maintenance, repair, and troubleshooting expertise available (5 days/week, normal business hours; or better yet, 24/7.)

## Process Flow – Typical Tompkins County Budget Cycle

### Process Start – February

- Consolidated Data – Prior Year Adopted Budget.
- Add – Report Data for Future Budget Planning.
- One Time Amount Adjustments.

### March

- Start Employee Projections: Salary, Fringe, etc.
- Aggregate Expense summaries.
- Collect Mandate Projections.
- Capital Requests and Capital Plan Updates.

### April

- Budget Projections – Employee, Utilities, Capital, Sales Tax, etc.
- Develop Assumptions List.
- Develop Budget Forecast.
- Projection of Levy Levels.

### May

- Preapre Target for each Department and Develop/Load Department and Agency Targets based on Levy Target/Financial goal.
- Department Review – verify target rates.
- Tax Cap Override Resolution.
- Develop target Resolution/Adoption.
- Prepare Targets for each Department/Operating Unit.
- Review Rollover considerations, which ideally are approved in April.

### June

- Import Data (TBD) from Sungard.

### July

- Departments/Agencies Prepare and Submit Budgets.
- Review Department requests.
- Program Impact Assessments submitted.
- Develop Annual Budget Database based on submitted requests from Departments and Agencies.
- Reporting – Department and Functional Unit Review with Admin.
- Non-County Agency budget numbers calculated and entered.

## August

- Rationale – Clarifications from Depts. for OTR's, New FTE's etc.
- Test Budgets – Budget Draft.
- Develop Recommended Budget.
- Annual Budget Database Tables – Reports.
- Prepare Recommended Budget Book.
- Upload Data (TBD) to Sungard System.
- Develop "Tentative" Budget Book.
- Develop Department Budget Information.
- Department Review and Edits.
- Final department presentation reports—outputs.

## September

- Presentation of Recommended Budget by County Administration to Legislature.
- Departmental and Agency budget presentations to Expanded Budget Committee (EBC).

## October

- Continued departmental and agency budget presentations to EBC.
- Budget amendments by Legislature.
- Make any adjustments or amendments as result of EBC voting meetings.
- Output – Tentative Budget.

## November

- Legislature Receives and Reviews Tentative Budget.
- Legislature Holds Public Meeting on Tentative Budget.
- Prepare Resolutions, Report Output.
- OTR Calculator and Other Spreadsheets.
- Final Adopted Budget – Output.
- Year-end Resolution Preparations.
- Adopted Budget Output to Sungard.

## **Proposed Application Features**

### **1-0 Personnel**

1-1. Personnel data integrated with the system so that creation of a working budget table can be accomplished with current data, periodic updates should also be possible.

1-2. Personnel calculations need to look at a particular position, analyze the step for the position and determine if an increase is possible in the upcoming budget year.

1-3. Personnel calculations allow or disallow step increases across the board for a selected bargaining unit.

1-4. Personnel calculation of the anticipated salary for the upcoming year based on the salary schedule and bargaining unit agreement.

1-5. Personnel calculation of the longevity payment and include it as a separate item but part of the total salary package, for calculation of FICA and pension costs.

1-6. Personnel calculation of the anticipated pension cost based on the State Comptrollers rates for each different pension plan. The specific pension plan needs to be available for this calculation.

- 1-7. Personnel calculations connect benefit participation and plan types, so that the related plan costs can be added to the compensation costs.
- 1-8. Personnel reportable on a per employee and per position, with totals for each component of the compensation package, basis for each funds center that budgeting occurs at.
- 1-9. Personnel reportable on a per employee and per position, with totals for each component of the compensation package, basis for each funds center that may apply.
- 1-10. Personnel should be displayed and reportable on a per employee and per position, with totals for each component of the compensation package.
- 1-11. Personnel displayed and reportable on a per employee and per position, with totals for each component of the compensation package, basis for Fund that may apply.
- 1-12. Personnel calculations integrate with Funds Center budgeting to provide the results of the calculations.
- 1-13. Ability to move, fund, de-fund, add and abolish positions, have the system calculate the related benefits, support moving the benefits and salary costs to the proper locations.
- 1-14. Personnel report showing all county positions by department.
- 1-15. Forms for Department (Business Area or Business Area Group), Organization (Funds Center) level entry, editing and reporting capability for personnel costs. Include ability to evaluate vacancy factors, personnel costs, authorized positions (both funded and unfunded), positions filled, vacant, unit benefit costs and unit overhead costs.
- 1-16. Functionality to apply and evaluate vacancy factors. Vacancy factors are an adjustment to the personnel costs that take into account the effect of vacancies in a department. Vacancy factors are applied at the funds center level.

## **2-0 System Performance**

- 2-1. Functionality to support up to 100 simultaneous users for budget request preparation with no conflict or data corruption or drop off in application performance (system response) detected by the user.
- 2-2. If a user is on without actively interacting with the system for a select period of time, they will be automatically logged off.
- 2-3. Functionality for a system administrator to send system wide messages to online users to announce system changes, or the need to go off-line and shutdown. Functionality to terminate users who are on line.
- 2-4. Application developed in a manner that fully recognizes the potential of data corruption and provides easy, complete, immediate on-line recovery in the event of data loss.
- 2-5. Applications recognize and correct for the potential of users making inadvertent errors (i.e. wrong keystroke). Application must recognize and protect data in the event that a user's workstation goes off-line for any reason. All work must be fully recoverable by a casual user, no programming, operating system or application knowledge should be required.
- 2-6. Forms driven user interface, no programming and no need to enter or modify queries and reports for standard data entry and report generation.

2-7. Security, limiting system access to qualified users, definable at the funds center level and the activity/function level, managed by County personnel who do not have programming backgrounds.

2-8. Integrated ability, forms, reports and necessary supporting logic, to accept department budget request, validate and merge into the budget database.

### **3-0 Reports**

3-1. The system generates detailed budget report (financials). Report output to a file with the level of rollup and detail that exists in the current budget document, without having to cut, paste or otherwise edit the report.

3-2. Functionality to assemble department budget requests into an aggregate county budget, and to present the property tax levy required to balance that budget.

3-3. Functionality to analyze and adjust the aggregate county budget and track the changes as various versions of the budget.

3-4. Functionality to develop budget versions that summarize and present the effect of cross fund contributions and revenues to arrive at a net position.

3-5. Functionality to allocate costs of various departments to all other departments based on various parameters such as the number of square feet that a department uses in a building.

3-6. Forms and supporting logic that allow entry and viewing of data based on a commitment item (e.g. Retired Medical) rather than a department.

3-7. Form based selection of reports, with choice of destination, (i.e. display, printer, or file).

3-8. Form based selection of report content, from a list of possibilities (e.g. Business Area number, Funds Center, Commitment Item) include: prior year actual, prior year adopted, prior year amended, current year adopted, current year amended, current year-to-date actual, Model, Target, Department Request, Proposed and Adopted.

3-9. Functionality that evaluates department budgets based on user definable fields, including but not limited to: Business Area, Business Area Group, Funds Center, Fund and Commitment Item, as well as generate related reports.

3-10. Functionality to evaluate department budgets based on user definable fields, including but not limited to, appropriation type or class.

3-11. Functionality to evaluate department budgets based on user definable fields, including but not limited to, appropriation function (Functional Area).

3-12. Functionality to evaluate budgets and related calculations based on Mandated, Local Option and Federal/State categorizations (available in Functional Area). Functionality to show mandated, non-mandated and federal/state categories individually or with various combinations and rollups.

3-13. Functionality to evaluate department budgets based on revenue type, (i.e. Federal Aid, State Aid, Local Support, Other).

3-14. System needs to provide the analogs for the existing reports without configuring for presentation.

3-15. Generate and store custom reports, for reuse by other users or at a later date, with appropriate security being definable.

- 3-16. Generate variance reports at all levels to: show variance from prior year actual, variance from prior year adopted, variance from current year adopted and variance from current year modified.
- 3-17. Generate Fund based reports to include but not limited to: both appropriations and revenues in terms of prior year actual, current year adopted, current year amended, budget model, budget request.
- 3-18. Forms, reports and necessary supporting logic to import data from Sungard SYSTEM, verify, validate and populate the budget database as necessary.
- 3-19. Forms, reports and necessary supporting logic to analyze and work with grant data.
- 3-20. Functionality to adjust budget versions, by percentages applied to funds centers, to commitment items or to groups of funds centers or groups of commitment items.

#### **4-0 Department and Agency Requests**

- 4-1. Functionality for departments and agencies to develop a department budget request that allows for moving positions/employees within the business area or business area group as well as defunding of existing positions. The personnel adjustments need to be recalculated including all related benefits and provided to the department budget so that totals can be developed.
- 4-2. Departments are generally business areas, but there are departments that are comprised of business area groups, these need functionality to be able to develop "department" budgets in either case. There needs to be a way to distinguish a department from a business area.
- 4-3. Department heads should be able to freeze and unfreeze entries for their department to allow for review and update prior to submission to Budget office.
- 4-4. Workflow should support the budget development process and provide status. This should support opening the budget request for departments to enter their submissions, reminding the departments of due dates and providing status of their submission.
- 4-5. Departments should have the functionality to enter justification detail for each commitment item in a separate area which may be in a text format or a pre-designed input form. Functionality to bring prior year justifications forward for reuse, or as a reference in developing a new budget.
- 4-6. Support for supplemental budget requests, which are new initiatives that include new positions or other new spending. New positions would imply benefit costs which need to be calculated. Forms for justification of the request are required.
- 4-7. Functionality to adjust budget versions, by percentages applied to funds centers, to commitment items or to groups of funds centers or groups of commitment items.
- 4-8. Department level forms and pre-configured reports to allow a department to view their Department request prior to submission to Budget office.
- 4-9. Functionality to move, fund, de-fund, add, abolish positions and have the system calculate the related benefits. Support moving the benefits and salary costs to the proper locations in the budget.
- 4-10. Functionality to lock departments from making additional changes, as well as to control versions that departments can view.
- 4-11. Functionality to enter and track Over-Target Requests (OTRs) which also allows for distinguishing OTRs as annual target increases or one-time funding requests.

## **5-0 Reports/Extracts**

5-1. Functionality to extract different sets of information from Sungard System in order to calculate and distribute costs across the county (e.g. departmental chargebacks).

5-2. Ability to handle negative or contra-expenses in Sungard System as revenues or some type of expense offset for purpose of arriving at a net budget (e.g. internal service accounts).

5-3. Functionality to automatically populate template word processing documents with selected data from a selected budget version.

5-4. Functionality to automatically or programmatically populate Excel spreadsheets with selected data from a selected budget version.

5-5. Functionality to accept data from Sungard System or elsewhere and incorporate it into the budget calculations.

5-6. Application and forms, reports and necessary supporting logic to extract year-to-date data and transfer to budget reporting schema to support monthly budget monitoring.

5-7. Application and forms, reports and necessary supporting logic to extract year end data and populate appropriate database tables to allow for historical data analysis.

5-8. Application and forms, reports and necessary supporting logic to create Financial Data Extracts, Pie Charts, special summaries for the County Administrator's budget document, based on sub-components of Functional Area.

## **6-0 Management Tools**

6-1. Ability to perform multi-year forecasting and to create multiple year budgets, with variations on the years beyond the current budget year.

6-2. Budget Monitoring functionality to allow monthly review of appropriations and revenues and to allow a department to provide input with estimates and explanations for determination of departmental year end position.

6-3. Salary Projection functionality to allow periodic review of salaries and to allow departments to provide input and explanations of variances from plan.

6-4. Ability to document specific changes to budget versions to reflect the County Administrator's recommended actions, as well as ability to reflect changes based on Legislative review and final approval process. As an example, the reduction of OTR amount or changing an OTR from a target funding increase to a one-time funding increase.

### 3.2 Project Methodology

Appendix A provides additional details for each completed or anticipated future project phase as envisioned by the Project Team. The Project Methodology is presented within three main sections. They include:

- A) Project Scope and Phases: *Pre-Contract Period*
- B) Project Scope and Phases: *Contract Period*
- C) Project Scope and Phases: *Post-Contract Period*

The majority of the subtasks and products defined in Section A (*Pre-Contract Period*) have been completed, or are likely to be finalized prior to completing a contract with a chosen consultant(s). It must be stated that the *Pre-Contract Period* includes a greater amount of detail than both the *Contract Period* and the *Post-Contract Period* section descriptions. Until a contract is awarded, it is difficult to formalize the Subtasks and Products of project phases in Sections B and C. However, every effort has been made to describe an anticipated plan of work in general terms for these Sections. The phases of Section B and C are only provided to outline the project approach developed by the Project Team. Consultants are not required to follow this specific project methodology within their RFP responses. Once a consultant has been selected additional project methodology details will be developed during the anticipated Project Management Plan Phase (*1B*).

### 3.3 Key Events and Dates

| <u>EVENT</u>                             | <u>DATE</u>               | <u>TIME</u> |
|--|---------------------------|-------------|
| <b>Required Deadlines:</b>               |                           | E.S.T.      |
| Project RFP Release Date                 | 09/22/2015                | 12:00 pm    |
| Closing Date for Pre-Submittal Inquiries | 10/06/2015                | 4:30 pm     |
| County Response to Inquiries             | 10/09/2015                | 4:30 pm     |
| Submittal of Proposal                    | 10/19/2015                | 2:00 pm     |
| <b>Time Estimates/Goals:</b>             |                           |             |
| Proposal Evaluation                      | 10/20/2015-<br>10/30/2015 |             |
| Interviews (to be determined)            | Week of 11/02/2015        |             |
| Contract Negotiation & Award (TBD)       | Week of 11/09/2015        |             |
| Project Start Date (to be determined)    | 11/16/2015                |             |

### 3.4 Contact Information

All questions concerning the content and RFP response requirements must be received in writing no later than 4:30 p.m. EST, 10/6, 2015. Questions and/or requests may be submitted via e-mail, fax, or mailed. Answers, or additional information resulting from pre-submittal inquiries, will be provided in a written, consolidated response no later than 4:30 p.m. EST, 10/9, 2015 and posted at:

<http://www.tompkinscountyny.gov/purchase>

Greg Potter, Director of Information Technology Services  
 Tompkins County ITS  
 128 East Buffalo St., Ithaca, NY 14850  
 (607) 274-5417  
 (607) 274-5420 fax  
[gpotter@tompkins-co.org](mailto:gpotter@tompkins-co.org)

### **3.5 Method of Award**

An evaluation process will be implemented to allow for a fair review of all acceptable proposals. An evaluation team will be defined to include members of the County Administration and Information Technologies Departments, and possibly other county personnel and/or elected officials. The evaluation team will serve to recommend an award of contract(s) to the Tompkins County Government Operation Committee and Tompkins County Legislature which shall be based on the best interests of Tompkins County.

#### **Mandatory Requirements**

All proposals received by the deadline will be evaluated. Each proposal shall be reviewed for completeness and conformance to the mandatory technical and administrative submittal requirements of the RFP. The evaluation team has the option of requesting vendors to submit missing information or provide clarification of those sections or requirements deemed incomplete. Tompkins County reserves the right to reject any and all proposals or parts thereof. If a proposal does not meet the mandatory requirements, the proposal may be disqualified. A cost evaluation may not be performed.

#### **Cost Data**

After a proposal has satisfactorily met all the mandatory technical and administrative requirements of the RFP, the select members of the evaluation team will review the cost data supplied by the consultant. The evaluation team reserves the right to request that the consultant provide additional or revised cost data and/or payment plan options to meet the qualifications of this RFP.

#### **Consultant Interviews**

Selected consultant(s) will be asked to provide a formal presentation and discussion of the proposed solution and other relevant information. The location of this presentation will be at a Tompkins County facility. A demonstration of existing or prototype software and functionality, structure and design will be requested as a component of the presentation. The consultant(s) should be prepared to explain, and if possible, demonstrate how system changes would be implemented to meet any unique requirements of the Budget Management and Monitoring System, project identified within the RFP. A request may also be made for the consultant(s) to provide remote access to an interactive prototype of the proposed solution during the interview and pre-contract phase for evaluation purposes.

Interviews are proposed to occur during the time period indicated in Section 3.3 - Key Events and Dates. The exact date and time of each interview will be coordinated between the consultant(s) and Tompkins County project leader. The County will provide a defined interview format that must be followed by all consultant(s). If the consultant(s) is not available to participate in an on-site interview within a designated time frame, the County reserves the right to eliminate the consultant(s) from further consideration. Tompkins County shall not be liable for any costs incurred by any consultant(s) associated with the interview process.

#### **Contract Negotiations**

The successful consultant will be required to sign a Tompkins County Contract. Specific work assignments, final project scope and schedules, and the definition of project deliverables may be further specified during contract negotiations based on information submitted within the RFP response, or presented during the interview process. Tompkins County reserves the right to extract or incorporate certain language from any proposed consultant agreement, or incorporate such language into a Tompkins County contract as mutually agreeable to both parties. Tompkins County reserves the right to enter into contract negotiations with an unlimited number of preferred consultant(s) resulting from the outcome of the RFP evaluation process. The entire RFP response, or specifically defined sections of a consultant's RFP response, will be incorporated as a component of all final contract(s).

## Evaluation Criteria

The County will evaluate all complete RFP responses based on, but not limited to, the following criteria categories. The preliminary evaluation criteria are outlined in this section and may be subject to change. The final consultant selection will also be based on conditions that best represent the interests of Tompkins County government and taxpayers, and provides a solution that optimizes project requirements including cost of acquisition, integration, operation, and future maintenance.

### Quality of Response

- Level of adherence and completeness of the proposal to the format specified
- Overall quality of response
- Preliminary timeframes provided for the completion of this project
- Demonstration of a clear understanding of the project's objectives
- The quality and depth of the consultant's plan, including a defined level of County staff roles and participation during the project development and implementation

### Cost

- Review and comparison of cost responses associated with consultant provided services and software, and preliminary hardware and technology estimates
- Review and comparison of ongoing annual costs based on the terms of the submitted software license, maintenance and support agreements

### Software/Application

- Proposed application that meets or exceeds the functional requirements identified in the RFP
- Ease of implementation, integration, and adaptability and use of proposed solution

### Project Management, Implementation and Training Plan

- Demonstrated structure and format clearly defined for these critical services
- Demonstrated strategy and documented approach for all tasks and activities pertaining to and leading up to the final "go-live" date
- Demonstrated ability for 24/7 support immediately following "go-live" date

### Level of Experience and Company Status

- Demonstrated ability, within the past three years, to have successfully completed the installation of at least three similar government based projects comparable to that being requested by Tompkins County.
- Ability to demonstrate a commitment to the government sector Rich Internet Application Development and future technologies

### Customer References

- Tompkins County considers references from existing customers based on implementation experience, software functionality and maintenance, and technical support to be an important aspect of a final award decision. Customer references will be contacted by Tompkins County and may include site visits by Tompkins County to customer reference locations.

## 4. TOMPKINS COUNTY ORGANIZATIONAL OVERVIEW

The implementation of this project will require coordination between various Tompkins County departments, but will primarily be managed by with the Tompkins County Administration and Information Technology Services Departments. Also described is the anticipated role and level of interaction that each will contribute to the project's implementation, future development and maintenance.

### 4.1 Project Team

The Project Team will be comprised of employees from Tompkins County Administration and Information Technology Departments with anticipated roles as defined below. The two individuals defined with "program management" roles will serve as the primary contacts and be involved in all phases of the project. Additional Project Team members will be involved as dictated by tasks and project briefings defined by Tompkins County. Although additional representatives of impacted Departments are not identified in the Project Team, their recommendations will be collected, reviewed and incorporated during the course of future project phases. Coordination of the Project Team during the course of this project will be the responsibility of Tompkins County.

#### Tompkins County Information Technology Services (ITS) Department

| <u>TITLE</u>                    | <u>PROJECT ROLE</u>   |
|---------------------------------|---|
| Director of ITS                 | <b>Program Management</b> – Project methodology, oversight and communication.   |
| Financial Systems Administrator | <b>Systems Analysis</b> – Provide export of data as requested and assists with the interfaces, exports and reports as required. |

#### Tompkins County Administration

| <u>TITLE</u>  | <u>PROJECT ROLE</u>   |
|---|---|
| County Administrator and Executive Assistant (Budget Coordinator) | Participation in RFP development, Consultant interviews and selection, and review of proposed design and functionality. |

### 4.2 County Administration

The County's Administration Department begins the annual process of budget modeling begins in February and a model or target is sent to departments in May. Department responses/requests are due back in mid-July. A review is then completed followed by departmental meeting(s) and budget hearings, as appropriate in July and early August. County Administration then develops a proposed budget that is submitted to the County Legislature on the first Tuesday of September and coordinates the development process and tracks progress.

### 4.3 Information Technology Services

Information Technology Services (ITS) is a central service bureau that provides County Departments with staff and computer resources necessary to meet their individual missions with computing, telecommunications, and Geographic Information Systems. ITS has participated in the development previous Business Process Analysis documentation and technology solutions related to the electronic records systems. All proposed system installations and implementations must be approved and coordinated by ITS. ITS also mandates a long-term technical role in the future support and maintenance, including database and image standards, hardware solutions, networking requirements, remote access, security policy and disaster recovery strategies.

## 5. PROJECT REQUIREMENTS

The following Section provides categories of project requirements that must be included in any proposed Tompkins County Budget and Monitoring System by responding consultants. Failure to address any submittal requirements in the RFP response, as described in Section 6 Proposal Content and Requirements, or for each sub-section listed below, may lead to the disqualification of the consultant during the review process.

Tompkins County is seeking fixed price proposals from firms specializing in governmental Budget and Monitoring System herein after referred to as the system, in a local government environment. The system shall be a fully operational turnkey custom built or COTS (Commercial Off the Shelf) system solution and the vendor shall provide customizations, installation, training, user documentation, and conversion services.

- The system must have the capabilities to share data between other systems and must be integrated to the County's Accounting and Financial System so that creation of a working budget tables can be accomplished with current data and select periodic updates thru the process.
- The system must support up to 100 concurrent users and allow system administrators to monitor use, communicate interactively with users and acknowledge potential problems, like inadvertent entry errors.
- Generation of reports for the budget document along with supporting charts and displays should be included allowing analysis for rollup and detail at any level. Form outputs can be customized easily with minimal user-interface. The ability to model a variety of scenarios for analysis and ability to allocate specific cost center expenses across multiple departments.
- Salary projection, budget monitoring, document population and historical analysis should be addressed and the capabilities integrated into the application. Individual departments need the ability to move positions within a business area or business area group and model budgets.
- Management needs ability to forecast and combine multiple years for trend analysis. Budget monitoring system allows for monthly review of appropriation and revenues and ability for departments to provide input.

The proposal shall clearly define how the proposed solution will meet the County's requirements and specifications of this Section.

### 5.1 Expert Team and Experience

The Consultant must have experience with the implementation and hosting of government-based Rich Application Systems or COTS (Commercial Off the Shelf) system solutions. The Consultant must demonstrate knowledge of the various aspects of similar types of projects including developing processing software which results in a collaborative effort in building an annual budget. It is preferred that the Consultant has successful installations within other County governments, preferably in the State of New York, and can provide additional development, integration and support of future e-government applications.

### 5.2 Support and Ongoing Maintenance

The Consultant must be able to provide support and have the ability to quickly respond to questions, concerns and requests. The RFP response must outline service levels, technical support and training that are provided during the implementation planning and "go-live" phase. The response must also include details and/or a draft version of a maintenance or Service Level agreement and any required software license or software subscription contracts.

The Consultant shall provide quotations for standard web hosting services for the three-year period following expiration of the initial one-year contract.

These plans must specify the nature of any post implementation and on-going support provided by the Consultant including:

- Post-implementation support (e.g., amount of time dedicated to support after go-live).
- Continuous Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24/7 hotline, etc.) and definition of number of County employees with direct access to support.
- Special plans defining “levels” of customer support. Define what level of support is being proposed.
- Response time for and definition of various types (levels of severity) of problems reported.
- Notification method of future service outages, upgrades, patches and product enhancements including historical frequency of upgrades.
- Problem reporting and resolution procedures and associated technology used by the County.
- Support provided for third-party solutions (if applicable).
- Consultant responsibilities versus County responsibilities, including a definition of any required locally installed software or browser versions.

### **5.3 Implementation and Project Management**

Tompkins County requires the Consultant to oversee and coordinate the implementation of all services provided in this RFP. The County will assign a staff member(s) to coordinate the County’s activity and be the central point of contact with the Consultant. For our project to be successful it is important that the Consultant provide time for completion of all the components in the RFP. Provide a detailed methodology for implementing the proposed solution. Methodology shall include approach to project management, estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities. Tompkins County has provided a generalized outline for Project Methodology in Appendix A.

### **5.4 Training**

A training plan must be designed to meet needs for training of both IT and Budget administrators (other Departmental County staff (30 individuals)). This training plan must include:

- Overview of proposed training plan/strategy, including options for on-site, off-site, or on-line training services for the core project team, end-users, and technical personnel. The Consultant must provide training program and estimated time for all unique types of training.
- The role and responsibility of the Consultant in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to end-users).
- The role and responsibilities of County staff in the design and implementation of the training plan.
- Instruction-led training materials will include live exercises and simulations as a means to evaluate the ability of users to perform necessary transactions.
- A copy of all training materials used during Consultant provided instruction will be provided by the Consultant and become property of the County in both printed and electronic formats.

### **5.5 County Software Requirements**

The Consultant must itemize all software requirements, including supported Internet browser software options, versions and plug-in modules, to be supported internally by the County and ensure compatibility.

## 6. PROPOSAL CONTENT AND REQUIREMENTS

To be considered a qualified consultant for the Tompkins County Budget Management and Monitoring System, consultants must:

- 1) Adhere to the proposal content and format as described in this Section;
- 2) Adequately respond to issues raised in this RFP;
- 3) Submit one (1) original **unbound** and one digital version to:

Tompkins County Finance Department  
Attn: Lisa Hall, Purchasing Division  
125 East Court Street  
Ithaca, NY 14850

**All proposals must be received by 2:00 p.m. (EST) on 10/19/2015.**

The Purchasing Division will not accept digital files delivered as electronic mail attachments, or faxed versions of responses to the RFP.

Tompkins County reserves the right to reject any or all proposals and to negotiate with any consultant submitting a response to this RFP.

### **RFP Response Outline and Content**

To facilitate the County's review and selection process consultants are requested to incorporate numbered sections in each response copy. The following is the RFP response outline and content requirements to be followed by all consultants.

#### *Report Cover*

#### *Cover Letter*

Must be signed by an officer of your company who has the authority to perform negotiations with Tompkins County in the event you become a candidate finalist, or you are selected as the finalist.

#### *Table of Contents*

This section must reflect the contents of the numbered sections.

#### *1. Executive Overview*

This is a comprehensive overview focused on the needs and proposed solution specific to the Tompkins County Budget Management and Monitoring System. This section will likely be read carefully and distributed to a greater number of individuals than those which comprise the Project Team, including elected officials - many of whom may have insufficient time to read the full proposal.

#### *2. Project Implementation Plan*

Include a work plan that delineates and defines the various project phases, components, and anticipated deliverables. This response Section should also include a description of the consultant's proposed approach to project management and a preliminary schedule. Appendix A of this RFP provides additional details for each completed task or future project phases as anticipated by the Project Team. The phases of Section B and C of this Appendix are only provided to outline a *DRAFT* project approach developed by the Project Team. *Consultants are not required to follow this specific project methodology within their RFP responses.* Once a consultant has been selected additional project methodology details will be developed during contract negotiations and a project 'start-up' phase.

### ***3. Hardware/Operating System/Database Platforms***

Introduce your proposed system platform and software. At a minimum, this section should discuss the following items:

- The computing hardware platform(s) including specifications
- The operating system and database software and versions
- Provide an overview of the proposed system integration into the Tompkins County network, if relevant
- Provide a network diagram to illustrate your proposed system configuration, if relevant

If the County is required to procure hardware, specify the number of servers required and describe the function of each. For each server provide us with the following information.

- Type of Servers (e.g. Intel-based)
- Number of Processors (e.g. single, dual, quad)
- Processor Speed
- Disk Storage Space
- Memory
- Any other Pertinent Information

### ***4. Response to Requirements***

A response indicating the ability of consultants to meet the requirements listed in Section 5, Project Requirements and Specifications and related Appendices must be included. It is recommended that a response is provided for all of the items within each sub-sections. **In addition, all responses must identify and provide a description of any proposed custom application development if necessary to meet the needs of the RFP requirements.**

### ***5. Future Expansion Capabilities***

The project scope will initially be implemented exclusively for the implementation of a Tompkins County Budget Management and Monitoring System. However, depending on the outcome of this project, a long-term strategy may eventually incorporate additional modules, services or features provided by the Consultant(s).

### ***6. Consultant Profile***

A complete consultant profile must be submitted presenting topics relevant to the selection process. This profile is not limited to, but must include:

- General company profile information.
- Location of corporate office plus the number and location of support offices. Indicate support locations that are particularly relevant to the project.
- Identification of individuals to be assigned to project including job title, statement of qualifications and proposed role in the implementation of the Tompkins County Budget Management and Monitoring System. Also, provide an estimate of percentage of time each individual is expected to contribute to the total project as a whole.

### ***7. Consultant References/Similar Projects***

A list of current references must be included with contact information. The list should include at least three references of relevant projects similar in scope to the Tompkins County project, preferably located within the State of New York.

For each reference please include the following information:

- Organization
- Primary Contact Name and Contact Information

- Project Description
- System Solution Description
- Installation Start/End Dates
- Current Project Status
- Current Level of Consultant Support

### **8. *Software License and Annual Maintenance and Support Agreement***

Include a copy of your standard Software License Agreement.

Include a copy of your standard Annual Maintenance and Support Agreement.

Provide a written proposal for an Annual Maintenance and Support Agreement for the Tompkins County Budget Management and Monitoring System project. The proposal submitted must minimally include the following:

- Phone support: Monday-Friday, 9 am - 5 pm (EST)
- All new release upgrades
- Program fixes
- Indicate in your proposal whether your Annual Maintenance Fee covers State and Federal mandated changes.

Tompkins County will require that all software license, support and maintenance contract language is not based on end of life cycle or software versioning terminology which would require a “reinvestment or re-purchase” of software licenses based on consultant’s future software development, enhancements or migration strategies.

### **9. *Proposed Sub-Contractual Work***

Include in this Section any work proposed to be sub-contracted during the course of the project. Please include general information describing the sub-contractor, their capabilities, and level of involvement in the project.

### **10. *Addendum***

Include in this Section any additional information, or options, that may not have been specified or addressed in other parts of this RFP which you would like to present outside of the prescribed format and requirements.

### **11. *Tompkins County Budget Management and Monitoring System Pricing***

Consultant shall submit one (1) copy of all Tompkins County Budget Management and Monitoring System project pricing requirements in a separate envelope as described in this section. **Do not incorporate as part of any bound RFP response.**

The envelope should be marked:

*Consultant Name & Contact Name*  
*Proposal Date*  
 Tompkins County Budget Management and Monitoring System  
 Section Eleven - Project Pricing

Consultants must include a complete inventory and expenses for software and all support services based on the RFP requirements and specifications. Pricing for your proposed system solution must be provided under the following categories:

- Project Management
- Software Installation services

- Software Configuration or customization to meet RFP requirements
- Data Migration
- Training
- Travel Expenses
- Annual Support and Maintenance Agreement costs for 3 year period
- Any other charges that would be billed to a Tompkins County to implement the project

Tompkins County may award a contract, based on initial offers received without discussion of such offers. A Consultant's initial offer should, therefore, be based on the most favorable terms available. Tompkins County may, however, have further discussions with those Consultants that it deems in its discretion to fall within a competitive range. It may also request revised pricing offers from such Consultants, and make an award and/or conduct negotiations thereafter.

**12. *Required County Documents***

Include a completed set of all required Tompkins County administrative documents provided or referenced in the Appendix B of the RFP:

- Anti-Discrimination Document
- Non-Collusion Document
- Insurance Binder Document
- Insurance Certificate Form
- Proposal Sign-Off Sheet

# Appendix A - Project Methodology

## A. Project Phases: Pre-Contract Period

**Project Planning** - Finalize the details of the overall project work plan and schedule; review of resources; define final project goals and objectives; finalize project participants and roles; determine appropriate evaluation methods for the project; and outline a risk management plan.

### Subtasks:

Develop plan of work – Prepare a preliminary schedule and work plan that delineates and defines the various project phases and components.

Identify funding needs - Investigate and provide an estimate of general project costs, future operational resources and budgetary needs, and potential funding sources.

Finalize goals and objectives - For the purpose of directing the outcome of the project, goals and objectives will be developed in this phase and finalized prior to the distribution of any Requests for Proposals related to the implementation of this project.

Risk Management - Risks related to the implementation and future support will also be identified and addressed prior to execution of any contract, or purchase of software. The risk management approach will include a continuous assessment of what could go wrong, determining what risks are important to address, and implementing risk mitigation strategies that are reasonable. Risk management is a continuous process that occurs throughout the project's life cycle. The Project Team will identify, monitor, assess and mitigate the risks as the project progresses.

Define project team and staff resource needs - The implementation of this project will affect multiple departments within Tompkins County. The success of this project will ultimately be based on a level of satisfaction as determined by meeting the needs of the system's end users and administrators. The purpose of the Project Team will be to manage and guide the project's implementation, and provide recommendations on the future maintenance and progression of the system.

Project evaluation strategy - An evaluation strategy will be implemented to provide both qualitative and quantitative measurements of the project during its development. This strategy will identify and describe potential issues, and provide tools to monitor and resolve problems as they arise during the project. An evaluation strategy will also serve as a method to document the project's level of success upon completion.

Outline of project methodology alternatives – This project can be implemented through a number of alternatives. As the Project Planning Phase nears completion it will be necessary to define and evaluate the various alternatives. The chosen alternative must be identified prior to issuing an RFP for this project.

End-user integration strategy - The Project Team is committed to provide an improved level of service to the various end user constituent groups that rely on the current Budget applications, databases and information maintained by Tompkins County. All change is difficult. However, the adjustments concerning the Tompkins County Budget Management and Monitoring System and data format can be mitigated and the system design ultimately improved if participation from end-users is encouraged in an organized and effective manner. An integration strategy will be defined and results summarized as definitive dates for the projects roll-out are defined.

### Products/Outcome:

- Revised work plan and schedule
- Final project goals and objectives
- Revised work flow and systems/data format requirements document
- Project Team member roles, responsibilities, and anticipated time allocation
- Project evaluation strategy
- Project methodology and alternatives review
- Final Risk Management Plan
- Completion of funding request
- End-user integration and communications strategy
- Final project funding and approval by the committee(s), and County Legislature

**Request for Proposals (RFP) Process** - Develop the RFP process and related documents for the project with assistance from the Project Team, and the County's Division of Purchasing and Contracts Administrator. A County based RFP process will likely be used to solicit a consultant for the implementation this portion of the project.

**Subtasks:**

Define content and draft RFP – An outline for the RFP will be prepared through the incorporation of Tompkins County requirements and content assembled during the Project Planning Phase.

Research Consultants – A list of qualified consultants will be generated from the NYS Office of General Services listings, the Tompkins County Purchasing Department, Internet searches, and other local knowledge and experience.

Final RFP and consultant selection – Completion and distribution of the final RFP with document approval by Tompkins County Project Team staff members. Project Team members will coordinate efforts and schedules to conduct interviews and provide recommendation for the selection of consultant.

Contract negotiation – The Project Manager and representatives from the County Administration Department will work directly with the Contracts Administrator to negotiate a final contract with the selected consultant(s) resulting from the RFP process.

**Products/Outcome:**

- Draft versions of the RFP
- Potential consultant list
- Final RFP
- Final contract approval

**B. Project Phases: Contract Period**

**Project Management Plan** - A project management plan, as a required component to any contract and will provide for a structured and effective implementation process. Documentation related to involvement of County IT employees will also be included. The project management plans will take into consideration additional management and schedule requirements, as well as consultant based experience with the implementation of similar systems.

**Subtasks:**

Revised project phases – A review of identified project phases and tasks will be completed with the consultant to further refine project activities.

Final project schedule – A final project schedule will be developed by the Project Manager and Consultant to establish start and end dates for each phase, determine delivery dates for all products, identify proposed meeting dates, and ensure coordination between County Departments and consultant as necessary.

Project responsibilities – A review of the Project Team roles and division of responsibilities between the County and consultant will be conducted to provide further clarification as required.

Progress/communications reports – A communications format for delivery of project status information will be developed to meet the reporting needs for the Project Team.

**Products/Outcomes:**

- Revised work plan and schedule
- Finalized delivery dates for all products by phase
- Finalized Project Team member roles and responsibilities based on contract requirements
- Communications reports

**Preliminary/Final Systems Design** - The consultant will provide a preliminary design for review. The consultant and Project Team will modify system designs as needed, and a final system design will be determined once approved by the Project Team.

**Collection of Data and Work Flow Details** - The consultants will complete necessary reviews of all documentation and identify all additional information and data necessary for the project's implementation.

**Hardware/Network Modifications** - A review of current hardware, operating system, and network components will be completed by ITS and coordinated with the consultants, as necessary. The

consultants will provide final specifications and other additional IT configuration requirements based upon the final system design and contract scope. ITS will complete the order, installation, and integration of all necessary modifications, as necessary.

**Data Migration/Development** - Consultants will work closely with the Project Team to migrate required data.

**Offline System Testing** - Consultants will complete a thorough review of the application and system with direct participation from the Project Team. Any questions or concerns about the ability of the final system design and application will be addressed and corrected. Once the Project Team approves the final system, a date and strategy for the cut-over to the on-line system will be devised.

**Documentation** - The consultants will provide a narrative and diagrammatic description of the system required for effective use by County employees and system end users. The documentation will provide details of program code, systems design, and applications development methodology for use in the future maintenance and modifications of the application.

**Training** - End users and any IT staff from Tompkins County with responsibilities of system maintenance will be consultants trained by the consultants. A training program will be tailored to meet the needs of each group. The consultant and Project Team will define specific training periods.

**System Deployment** - Once the consultant and Project Team have agreed upon a date for deployment, the consultants will develop a schedule of events leading to system deployment. The schedule will include hardware and network testing, administrative and lands record program considerations, and a defined time period for the consultant to respond to any post-deployment questions or issues.

**Acceptance Testing Plan** - After the new web site is available, the Project Team will have a review opportunity prior to end-user availability. The consultants will develop a test plan for system functionality and report the results to the Project Team. The Project Team test results will be evaluated and any "bugs" that may be found at this phase will be corrected. This testing will pertain only to functionality requirements of the system. When all items in the test plan have been successfully tested, the system will be made available online.

**System Evaluation** - Once the system is deployed, a time-frame will be defined as an evaluation period. The consultant will devise a communications strategy for all levels of end users to identify any specific system concerns or ideas for improvement.

**Final System Changes** - The consultants will be required to address and correct all system design and data format problems discovered after a period of consistent use of the applications.

**Maintenance Agreement** - To define the terms and conditions for which the contractor will provide future maintenance, support, and additional tasks beyond any established warranty period of the contract. A written agreement will be required as a condition of the contract that can then be modified, if necessary after project implementation, but prior to end of warranty period or first year of annual support and maintenance.

## **C. Project Phases: Post-Contract Period**

**Final Implementation Report to County Committees** - Project Team will report and provide a system demonstration and report to the Government Operations Committee; Budget, Capital and Personnel Committee, and Tompkins County Legislature after the final implementation of system. The reports will include final costs and staff time, overall project evaluation, and future maintenance issues.

**Adjustments to Impacted County Departments** - Shortly after system implementation, the Project Team will need to acknowledge necessary organizational adjustments and attempt to predict any implications to job tasks. In order to achieve the maximum potential from this new system, it must be recognized that employees will be directly affected and past methods of completing job tasks may need to be adjusted.

**Identification of Future Additions to the System** - Evaluate the Tompkins County Budget Management and Monitoring System, work processes and functionality to identify and describe additional application components or modifications that system users may find beneficial.

## **Appendix B – Required County Forms**

- A. Affidavit of Non-Collusive
- B. Anti-Discrimination Clause
- C. Vendor Responsibility Questionnaire
- D. Living Wage Certification Form
- E. Insurance Certificate, ACORD form Vendor provided and completed
- F. Proposal Sign-Off Sheet

**COUNTY OF TOMPKINS  
GENERAL CONDITIONS**

**AFFIDAVIT OF NON-COLLUSION**

NAME OF RESPONDER: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ FAX 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 his/her 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 RFB/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, offerer, 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 RFB/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's submitting a complementary bid/proposal or agreeing to do so on this project; and
7. I 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.
8. **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 \_\_\_\_\_ Federal I.D. Number \_\_\_\_\_

## ANTI-DISCRIMINATION CLAUSE

During the performance of this agreement, **the Contractor** hereby agrees as follows:

- (a) The **Contractor** will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, arrest record, conviction record, and domestic violence victim status. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The **Contractor** will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The **Contractor** will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The **Contractor** will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The **Contractor** will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

# Tompkins County Vendor Responsibility Questionnaire

|   |  |   |  |
|---|--|---|--|
| VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR  |  | <input type="checkbox"/> SUB-CONTRACTOR                                       |  |
| IDENTIFICATION NUMBER :   |  | WEBSITE ADDRESS:  |  |
| VENDOR'S LEGAL BUSINESS NAME:   |  | D/B/A – DOING BUISNESS AS:<br>(if applicable)                                 |  |
| ADDRESS OF PRIMARY PLACE OF BUSINESS:   |  | ADDRESS OF PRIMARY PLACE OF BUSINESS IN <i>NEW YORK STATE</i> (if different): |  |
| TELEPHONE:  |  | TELEPHONE:  |  |
| FAX:  |  | FAX:  |  |
| AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:  |  |   |  |
| NAME:   |  |   |  |
| TITLE:  |  |   |  |
| TELEPHONE:  |  |   |  |
| EMAIL:  |  |   |  |
| LIST ALL OF THE VENDOR'S PRINCIPLE OWNERS:  |  |   |  |
| NAME:   |  | TITLE:  |  |
| NAME:   |  | TITLE:  |  |
| A DETAILED EXPLANATION IS RQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.   |  |   |  |
| <p>1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</p> <p style="text-align: center;"><input type="checkbox"/> YES <span style="margin-left: 200px;"><input type="checkbox"/> NO</span></p>  |  |   |  |
| <p>2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:</p> <p>a) An elected or appointed public official or officer? <input type="checkbox"/> YES <input type="checkbox"/> NO<br/><i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p>b) An officer of any political party organization in Tompkins County, whether paid or unpaid? <input type="checkbox"/> YES <input type="checkbox"/> NO<br/><i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i></p>   |  |   |  |
| <p>3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process;<br/> 2. Been disqualified for cause as a bidder on any permit, license, concession franchise or lease;<br/> 3. Entered into an agreement to a voluntary exclusion from bidding/contracting;<br/> 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;<br/> 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<br/> 6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) Been indicted, convicted, received a judgment against them or a grant of immunity for any business related conducting constituting a crime under local, state or federal including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> |  |   |  |

|   |
|---|
| <p>c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. Federal, state or local health laws, rules or regulations.    <input type="checkbox"/> YES    <input type="checkbox"/> NO</p>  |
| <p>4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?<br/>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied".    <input type="checkbox"/> YES    <input type="checkbox"/> NO</p>  |
| <p>5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) File any returns or pay any applicable federal, state or city taxes?<br/><b>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.</b>    <input type="checkbox"/> YES    <input type="checkbox"/> NO</p> <p>b) File returns or pay New York State unemployment insurance?<br/><b>Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability.</b>    <input type="checkbox"/> YES    <input type="checkbox"/> NO</p> <p>c) Property Tax<br/><b>Indicate the year(s) the vendor failed to file.</b>    <input type="checkbox"/> YES    <input type="checkbox"/> NO</p> |
| <p>6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT'S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR IT'S AFFILIATES REGARDLESS OF THE DATE OF FILING?<br/>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed.    <input type="checkbox"/> YES    <input type="checkbox"/> NO</p>  |
| <p>7. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.    <input type="checkbox"/> YES    <input type="checkbox"/> NO</p>   |
| <p>8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:</p> <p>a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded;<br/><b>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.</b>    <input type="checkbox"/> YES    <input type="checkbox"/> NO</p>   |

**TOMPKINS COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN#

**CERTIFICATION:**

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

The undersigned certifies that he/she:

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

Name of Business:

Signature of Owner \_\_\_\_\_

Address:

Printed Name of Signatory \_\_\_\_\_

City, State, Zip

Title \_\_\_\_\_

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Contractor's Representation—Livable Wage Certification Form**

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

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

**The Current Living Wage:** The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union and is currently \$12.62 per hour if the employer contributes at least half the cost of an employee's health insurance/benefit cost and \$13.94 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2015.

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

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

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

**Excluded Employees** are:

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

### **Contractor's Living Wage Representation**

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

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

Yes     No

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

**Full-time \_\_\_\_\_ Part-time \_\_\_\_\_**

**Contractor Name: \_\_\_\_\_**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|             |                               |                |
|-------------|-------------------------------|----------------|
| PRODUCER    | CONTACT NAME:                 |                |
|             | PHONE (A/C, No, Ext):         | FAX (A/C, No): |
| INSURED     | E-MAIL ADDRESS:               |                |
|             | INSURER(S) AFFORDING COVERAGE |                |
|             | INSURER A :                   |                |
|             | INSURER B :                   |                |
|             | INSURER C :                   |                |
|             | INSURER D :                   |                |
| INSURER E : |                               |                |
| INSURER F : |                               |                |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR                | SUBR WVD                 | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                       |
|----------|--|--------------------------|--------------------------|---------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b>   |                          |                          |               |                         |                         | EACH OCCURRENCE \$                           |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY  | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |                          |                          |               |                         |                         | MED EXP (Any one person) \$                  |
|          |  |                          |                          |               |                         |                         | PERSONAL & ADV INJURY \$                     |
|          |  |                          |                          |               |                         |                         | GENERAL AGGREGATE \$                         |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |                          |                          |               |                         |                         | PRODUCTS - COMP/OP AGG \$                    |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                          |                          |               |                         |                         | \$   |
|          | <b>AUTOMOBILE LIABILITY</b>  |                          |                          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$       |
|          | <input type="checkbox"/> ANY AUTO  |                          |                          |               |                         |                         | BODILY INJURY (Per person) \$                |
|          | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | BODILY INJURY (Per accident) \$              |
|          | <input type="checkbox"/> HIRED AUTOS   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | PROPERTY DAMAGE (Per accident) \$            |
|          |  |                          |                          |               |                         |                         | \$   |
|          | <b>UMBRELLA LIAB</b>   |                          |                          |               |                         |                         | EACH OCCURRENCE \$                           |
|          | <input type="checkbox"/> OCCUR   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | AGGREGATE \$                                 |
|          | <b>EXCESS LIAB</b>   |                          |                          |               |                         |                         | \$   |
|          | <input type="checkbox"/> CLAIMS-MADE   |                          |                          |               |                         |                         | \$   |
|          | DED RETENTION \$   |                          |                          |               |                         |                         |  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |                          |                          |               |                         |                         | WC STATU-TORY LIMITS                         |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)                     | <input type="checkbox"/> | N/A                      |               |                         |                         | OTHER  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |                          |                          |               |                         |                         | E.L. EACH ACCIDENT \$                        |
|          |  |                          |                          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                |
|          |  |                          |                          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
|  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE  |

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# Tompkins County

## Request for Proposals – Signoff Sheet

### Budget Management and Monitoring System

Please check off and sign for items below and submit this required sheet with your proposal packet; the proposal may be rejected if the required documents are not included with the proposal.

|    |  | DONE | INITIALS |
|----|--|------|----------|
| 1. | Proposal completed in format requested                           |      |          |
| 2. | Response to Proposal Content and Requirements (Section 6 of RFP) |      |          |
| 3. | Affidavit of Non-Collusion                                       |      |          |
| 4. | Anti-Discrimination Clause                                       |      |          |
| 5. | Vendor Responsibility Questionnaire                              |      |          |
| 6. | Livable Wage Form  |      |          |
| 7. | Insurance Certificate (ACORD Form) Vendor provide and completed  |      |          |
| 8. | Addenda (if issued) received                                     |      |          |
|    | List Addendum # and dates  |      |          |

Please note that by signing below the contractor is certifying that all information provided herein is true and correct to the best of their knowledge.

\_\_\_\_\_  
Name/Title of Authorized Person

\_\_\_\_\_  
Firm or Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID #

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature of Authorized Person