

REQUEST FOR QUALIFICATIONS

TOMPKINS COUNTY HOUSING RENT AND VACANCY SURVEY

Contact Person:

Megan McDonald, Associate Planner
Tompkins County Department of Planning and Sustainability
121 E. Court Street
Ithaca, New York 14850
Email: mmcdonald@tom-pkins-co.org

Summary. Tompkins County is seeking consulting services to develop a replicable methodology for a countywide annual rent and vacancy survey of rental housing units, and to conduct said survey in 2018. This will be an annual survey, intended to help monitor changing housing market conditions as well as progress towards meeting local housing needs as part of the Tompkins County Housing Strategy.

Statements of Qualifications from interested firms are requested by **4 PM (EST) on Thursday, November 16, 2017** and should be submitted to the Tompkins County Purchasing Department (submission details identified below).

Project Background. Tompkins County is an attractive place to live with its mix of remarkable natural features, a vibrant urban center, renowned academic institutions, and a productive working landscape. The City of Ithaca is located in the center of the county, and is a regional employment center and transportation hub, while much of the remainder of the county is suburban and rural in character. The City has two more densely urbanized areas, downtown Ithaca and the Collegetown neighborhood adjacent to Cornell University.

The county has a large percentage of renters (44.5%) and nearly 30,000 students. Historically, a large proportion of students have lived off campus, primarily in smaller properties such as former single family homes divided into apartments and older boarding houses. Over 13,000 apartments in the county are in smaller properties with under 24 units, and nearly 6,000 apartments are in larger properties with 24 units or more. Vacancy rates vary both geographically within the county, as well as between units in these small vs. large properties.

Given the persistent and growing housing challenges in the county, the Tompkins County Housing Needs Assessment was completed in 2016 (<https://tinyurl.com/TompkinsHousingNeedsAssessment>). This information helped inform the development of the Tompkins County Housing Strategy (<https://tinyurl.com/TompkinsHousingStrategy>), which was endorsed by the County Legislature in July 2017. The Housing Strategy calls for monitoring efforts to track changes in local housing conditions and progress towards meeting local housing needs, and specifically calls for instituting an annual rent and vacancy survey.

Rent and vacancy data from the American Community Survey is considered insufficient for these monitoring efforts given the relatively low population in Tompkins County and margins of error when sampling so few households. Additionally, surveys conducted for the Housing Needs Assessment found that apartment vacancies vary depending on the size of rental properties and their locations within the county. The Landlords Association of Tompkins County (LATC) surveys of its members result in discrepancies with “official” vacancy rates, which leads to concerns about which rates municipalities use to establish housing development goals and strategies.

With a number of apartment units recently constructed or proposed and efforts underway to address gaps in the local housing supply, Tompkins County seeks to track rent and vacancy rates for residential rental properties in a consistent manner. It is imperative that these annual surveys provide reliable data and track changes over the years regardless of who may undertake these surveys in subsequent years.

Project Description. The consultant will work with Planning and Sustainability Department staff and incorporate feedback from community stakeholders to develop the tools and methodology needed to track rent and vacancy information in a consistent manner from year to year. The consultant will then conduct the survey and provide the results. The following describes the desired end products.

- 1) Finalize identification of the information to be obtained through the survey, which may include:
 - a) Property name, address, municipality, year built, and contact information for the property owner or manager.
 - b) Other relevant property information noting:
 - i) Unit sizes (i.e. number of bedrooms) and whether rent is charged by unit or bedroom
 - ii) Utilities that are included in the rent
 - iii) Heat source (e.g. gas, electric, oil, propane)
 - iv) Unit restrictions (e.g. subsidized, age, student status)
 - v) Additional amenities provided (e.g. parking, fitness facility)
 - c) Unit rent and vacancy information as of a specific date by unit size (number of bedrooms/number of beds)
- 2) Determine appropriate survey tools and methods to obtain information, and develop written, web-based, telephone and/or any other survey methods necessary to obtain desired results.
 - a) Develop and test survey questions to obtain desired information, vetting questions with test responders or a small focus group(s).
 - b) Review test results with staff and community leaders to fine-tune survey.
- 3) Recommend appropriate follow-up efforts to obtain responses.
- 4) Create method to collect and synthesize the data from the various survey tools as easily and accurately as possible
- 5) Advise on methods to interpret data in a statistically significant way and any potential issues to be aware of or correct for in the results.
- 6) Methodology documentation with all associated information necessary to conduct the survey in a consistent manner on an annual basis. This documentation may include the following:
 - a) Recommendations as to most effective time and manner to conduct the survey, for example:
 - i) Information to update before each annual survey.
 - ii) Methods to ensure small properties are surveyed.
 - iii) Suggestions for best times to survey and best approaches to encourage participation.
 - b) Information to contact surveyees for future surveys.
 - c) Editable survey instrument(s) (e.g. phone scripts, survey forms).
 - d) Notes regarding any limitations to the survey or issues anticipated in results.
- 7) Results of the 2018 annual residential rent and vacancy survey, conducted using the methodology and tools developed, which may include:
 - a) 2018 gross rents and vacancy rate for the county, further broken down by:
 - i) Large vs. small rental properties
 - ii) Properties in the urbanized vs. non-urbanized area
 - iii) Market rate vs. subsidized units
 - iv) Bedroom sizes
 - b) Information on non-respondents

Project Management. The Tompkins County Department of Planning and Sustainability will be the administrative agency for the Rent and Vacancy Survey. As such, management of and contract administration for the Rent and Vacancy Survey are the primary responsibility of the staff of the Tompkins County Department of Planning and Sustainability. Community partners will be contacted individually or in group(s) to provide advice and input.

Consultant Services Required. The following is a detailed description of the work expected of the consultant.

The Consultant shall:

1. Review applicable existing documents, studies, reports, data, and technical information that should be considered in developing an effective rent and vacancy survey. The County will provide reports and data in its possession, as well as an inventory of existing and planned housing developments in the county. The consultant will identify and obtain other relevant existing data.
2. Participate in and/or incorporate information from community partners and stakeholders and incorporate suggestions by Planning and Sustainability Department staff into survey. This communication may be done in person, by phone, or email as deemed effective for purposes of this project.
3. Identify limitations of and gaps in existing data and identify any additional data that address these gaps. The consultant and Planning and Sustainability Department staff will work together to determine whether it is feasible to fill data gaps and who is responsible for obtaining any newly identified data.
4. Once all data and background information are collected and analyzed, the consultant will:
 - a. Develop the methodology and an editable survey instrument(s) for conducting the rent and vacancy survey that:
 - i. Allows for consistent replication of the survey annually.
 - ii. Identifies information that will need to be updated for future surveys.
 - b. Conduct the 2018 survey, analyze responses, and provide results regarding vacancy rates and rents that:
 - i. Provides an overall vacancy rate and median rent while also breaking down these rates and rents based on the characteristics discussed in detail above.
 - c. (If interested in future participation) provide a cost estimate for conducting the survey again in 2019 and 2020.

Consultant Selection Process. The County will review qualifications and may invite several consultants to be interviewed. Final decisions regarding consultant selection will be based on interviews and Evaluation Criteria specified below. Once a consultant is selected, the consultant will work with the County Planning and Sustainability Department to negotiate a final contract document, including a detailed scope of work. All contract documents will be executed with Tompkins County and will conform to the County's policies and procedures. The selection process should be completed within 30 days of the submission of responses.

Submission Requirements. Responses to this Request for Qualifications should include the following:

1. Statement of general and technical approach to project.
2. Lead Consultant Information. For the lead (or sole) consulting firm, provide the following information:
 - a. Firm name
 - b. Mailing address
 - c. Telephone
 - d. Website (if applicable)
 - e. Contact name, email, phone number
 - f. Form of Organization (partnership, corporation, sole proprietorship, etc.)
 - g. Where Organized
 - h. Names of principals, officers, and directors
3. Additional Consultants (if applicable). For each member of the consultant team, provide the following:
 - a. Firm name
 - b. Mailing address
 - c. Telephone
 - d. Website (if applicable)
4. Key Personnel. For key personnel to be involved in the project, please provide names, titles, period of

service with the firm, and a resume or description of experience. Please limit responses to no more than two pages per person.

5. **Statement of Qualifications.** Provide a narrative description (up to five pages) of the qualifications of the consulting firm, or consulting team, for the proposed project.
6. **Statement of Availability.** Provide a brief statement on the availability of key personnel to undertake the proposed project, within the identified timeframe, starting on or about December 20, 2017 and finishing within no later than the end of 2018.
7. **List of Relevant Projects.** Provide a list, with brief project descriptions, of no fewer than three and up to eight projects equal in size or nature to the proposed project that have been successfully completed within the last seven years by the consulting firm, consulting team, or key personnel.
8. **References.** Provide names, telephone numbers, and emails of persons to be called for references regarding past performance of the consulting firm, consulting team, or key personnel on similar projects.
9. **Statement indicating that if selected, the 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.**

Evaluation Criteria.

Consultant(s) will be evaluated based on the following criteria:

- Experience and expertise in developing housing-related surveys and analyses
- Experience and expertise in developing survey tools to track rents and vacancy rates
- Experience with projects similar in scope for communities similar to Tompkins County in size, large student presence, mix of rental units, and other characteristics
- Ability to accomplish projects in a professional, thorough and timely manner
- Qualifications of people assigned to the project
- Ability to work well with County Planning and Sustainability Department staff

Submission Deadline.

The deadline for submission of qualifications is **4:00 PM (EST) November 16, 2017**. Responses must be submitted **on the Tompkins County Purchasing website, www.tompkinscountyny.gov/purchase** by the above stated date and time.

A copy of the Request for Qualifications may be obtained from the following website:
www.tompkinscountyny.gov/purchase

The County reserves the right to reject any or all responses and to negotiate with any individual or company submitting a response. Responses will not be accepted by mail, fax or electronic file transfer.

Attachments.

- Attachment 1 List of Available Reports and Data
- Attachment 2 General Instructions to Bidders
- Attachment 3 Affidavit of Non-Collusion
- Attachment 4 Nondiscrimination Clauses
- Attachment 5 Vendor Responsibility Questionnaire
- Attachment 6 Certification of Experience
- Attachment 7 Bid/Proposal Sign-Off Sheet
- Attachment 8 Livable Wage Policy

Attachment 1

List of Available Reports and Data

Local Resources

1. Tompkins County Housing Needs Assessments:
 - 2016 (<http://tompkinscountyny.gov/planning/housing-needs>)
 - Particularly noting the reports on small (under 24 unit) and large (24+ unit) apartment properties, as well as the discussion of rental vacancy rate variation in the executive summary
 - 2006 (<http://www.tompkinscountyny.gov/planning/hna-countywidehousingneedsassessment>).
2. Tompkins County Housing Strategies
 - 2017 (http://tompkinscountyny.gov/files2/planning/housing_choices/documents/HousingStrategy_Final_6-29-17.pdf)
 - 2007 (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/TCHousingStrategy-endorsed.pdf)
3. 2015 Tompkins County Comprehensive Plan (<http://www.tompkinscountyny.gov/compplan>).
4. An Apartment Analysis in Ithaca/Tompkins County, New York (2012)
 - Tompkins County Report for areas outside the Town of Ithaca (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/ApartmentAnalysisithacatompkinscountynyd1104final_8_2012.pdf)
 - A Downtown Housing Strategy in the City of Ithaca, New York (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/ApartmentAnalysisdowntownfinal_8_2012.pdf)
5. Tompkins County Renter's Survey
 - General Population Final Report (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/FinalReport-GeneralRenterPopulation.pdf)
 - Student Population Final Report (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/FinalReport-StudentPopulation.pdf)
 - Combined Analysis of Student Renters and the General Renter Population: Summary Report (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/FINALCombinedAnalysisReport.pdf)
 - Tompkins County Renters Survey: Executive Summary (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/ExecutiveSummary-RenterSurvey.pdf)
6. Tracking Subsidized Housing Units for Tompkins County
 - Overview of Organizations (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/OverviewofSubsidizedHousingOrganizations.pdf)
 - Database of Subsidized Housing Units in Tompkins County (http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/SubsidizedHousingUnitsnov12010.pdf)

- Housing Complexes Funded through Federal/State Government
(http://www.tompkinscountyny.gov/files/planning/housing_choices/documents/BreakdownofSubsidizedFacilitiesnov12010.pdf)
- 7. Ithaca Craigslist Apartment Listings (<https://ithaca.craigslist.org/search/apa>)
- 8. Cornell University Off-Campus Housing List (<https://listings.offcampusliving.cornell.edu/>)
- 9. Tompkins County Assessment Department Data (including housing units and types)

State and Federal Resources

1. New York State Population Projections by County
(<http://pad.human.cornell.edu/counties/projections.cfm>)
2. U.S. Census data, including the decennial census and 2016 American Community Survey estimates
(<http://factfinder.census.gov>)

Attachment 2:
TOMPKINS COUNTY
GENERAL INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICE

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

PROJECT IDENTIFICATION

1. Title:
2. Requesting Department:
3. Bid Due Date/Time:

PURPOSE

1. The intent of these specifications is to furnish information for the purpose of obtaining proposals for Early Intervention Case Management Software based on New York State, Federal and local government regulations and specifications as requested by the Tompkins County Health Department, Children with Special Care Needs division.
2. Minority Business Enterprises (MBEs') and Women Business Enterprises (WBEs') are encouraged to respond.

PROPOSAL DOCUMENTS

1. Complete sets of RFP Documents must be used in preparing bids/proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

SUBMISSION of BIDS/PROPOSALS

1. Bids and any other required documents shall be submitted online at the following location: www.tompkinscountyny.gov/purchase (see instructions for online bid submission below). Bidders who do not have, or cannot obtain Internet access must contact the Purchasing Division, (607) 274-5500 for further bid submission instructions. Please add contracts@tompkinscountyny.gov to your email address book to ensure timely notifications regarding the project(s) you have requested.
2. Bids must be uploaded and responded to no later than the date and time indicated in the Project Identification section above.
3. Tompkins County reserves the right to reject any or all bids/proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids/proposals.

ONLINE BID SUBMISSION INSTRUCTIONS:

1. Bids/Proposals shall be submitted online at the Tompkins County Purchasing website: www.tompkinscountyny.gov/purchase. To submit a bid/proposal, bidders should take the following steps:

***NOTE: If you experience difficulty submitting a bid or RFP response please contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500 immediately for assistance or further instructions. If you do not receive a response from the above provided telephone number you may contact (607) 274-5544.**

- (a) Click on the "Current Opportunities" link,

- (b) Click on the bid/rfp you wish to respond to (note, the bid may be located in the “Public Bids, “Public Bids with Specifications and Plans, or RFPs section), the system will then prompt you to login,
- (c) Once logged in the system will take you to the page listing the documents that you’ve requested, click on the “Upload Documents” link underneath the bid/rfp you wish to respond to,
- (d) Select the file you wish to upload from your computer by using the “Browse” option. You may submit as many files as you wish, however please note that the files should all be in pdf format and must not contain any pound or number (#) signs in the file name,
- (e) If a project requires a Bid Bond or any other form of security, bidders should upload a copy of the Bid Bond or other form of security with their bid/proposal response. The original shall be mailed to the Tompkins County Purchasing Division, 125 East Court Street, Ithaca, NY 14850 to be received prior to the bid/proposal due date and time,
- (f) Once all files have been submitted bidders may contact the Purchasing Division by email to confirm that it has been received, purchase@tompkins-co.org.

TERM of BID/CONTRACT:

1. The term of this bid/contract shall begin immediately after the finalization of all contract documents.

QUALIFICATION of BIDDER

1. All bidders shall submit the Vendor Responsibility Questionnaire, also included as part of the bid/rfp specifications, as part of their bid/proposal.
2. Tompkins County may make such investigations it deems necessary to determine the ability of the bidder to provide the services and/or goods described within the specifications. The bidder shall furnish to the County all such information and data for this purpose as may be requested within five (5) days of such request.

DISQUALIFICATION

1. The County reserves the right to refuse to award a contract to a prospective bidder should such bidder be in default for any of the following reasons:
 - (a) Failure to comply with any pre-qualification regulations of the County, if such regulations were cited, or otherwise included in the Bidding Documents as a requirement for bidding.
 - (b) Bidder’s failure to pay, or satisfactorily settle, all bills dues for labor and materials on former contracts in force (with the Owner) at the time the County issues Bidding Documents to a prospective bidder.
 - (c) Bidder’s default under previous contracts with the County.
 - (d) Bidder’s unsatisfactory work on previous contracts with the County.

2. Bids/proposals received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work if the bidder is not able to demonstrate the ability to fulfill the requirements of the bid/proposal in a manner agreed upon by the County and the Bidder.
3. Tompkins County reserves the right to reject any bid/proposal if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

NON-COLLUSIVE BIDDING CERTIFICATE

1. All bidders submitting bids under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (included in the specification package) must be submitted with each bid on the form provided by the County.

DEVIATIONS

1. Deviations to the specifications shall be so noted and fully explained on a separate sheet of paper and provided with the bid.

SPECIFICATION CLARIFICATION

1. Clarification to the specifications must be submitted in writing, no later than seven (7) days prior to the bid/rfp due date to Lisa Hall, Buyer at lhall@tompkins-co.org.
2. All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person(s). Replies will be issued by Addenda and posted to the Tompkins County Purchasing website (www.tompkinscountyny.gov/purchase). Questions received less than seven (7) days prior to the date of submission of bids/rfps will not be answered. The County will be bound only by responses given by formal written Addenda.

ELECTRONIC PAYMENTS

1. Tompkins County offers an “electronic payment” option in lieu of issuing checks. To obtain an electronic payment authorization form please contact the Tompkins County Purchasing Division, purchase@tompkins-co.org, or by phone at (607) 274-5500.

NON-APPROPRIATION CLAUSE

1. In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the respondent agrees to hold the County harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the authorization to proceed.
2. Should it become necessary for the County to cancel a project after the order to proceed has been issued, the County will only be liable for, and the respondent agrees, to only assess those financial damages that it can prove to have incurred as a result of the cancellation of the contract.

AWARD of BID/CONTRACT

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

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Tompkins County and the apparent successful Bidder: the successful Bidder's bid/rfp response, the original Request for Bid/RFP specifications and any written Addenda in response to inquiries of prospective bidders as set forth Specification Clarification section above.

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

INDEMNIFICATION

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

REMEDY for BREACH

1. In the event of a breach by Contractor, Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

WORKFORCE DIVERSITY and INCLUSION

1. 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.

2. Bidders are encouraged to include an outline of their diversity policy in their proposal response.

LIVING WAGE

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

REGULATORY COMPLIANCE

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

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

IRANIAN ENERGY SECTOR DIVESTMENT

1. By submitting a response to this solicitation, the bidder hereby represents that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said bidder has not:
 - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector of Iran.
2. Any bidder 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.
3. Except as otherwise specifically provided herein, every respondent submitting a response to this solicitation must certify and affirm the following under penalties of perjury:

- (1) “By submission of this response to solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each respondent is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”
4. Except as otherwise specifically provided herein, a bid shall not be considered for award nor shall any award be made where the condition set forth in subdivision (1) above has not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Tompkins County reserves the right, in accordance with General Municipal Law Section 103-g, to award a bid to a bidder 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 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) Tompkins County has made a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, Tompkins County would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the County in writing and shall be a public document.

Attachment 3
**COUNTY OF TOMPKINS
GENERAL CONDITIONS**

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____

PHONE NO.: _____

BUSINESS ADDRESS: _____

EMAIL: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on 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 submitting a complementary bid/proposal or agreeing to do so on this project; and have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.
7. **By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

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

Signature & Company Position: _____

Print Name & Company Position: _____

Company Name: _____

Date Signed _____

Attachment 4: NONDISCRIMINATION CLAUSES

During the term of this Contract, the Contractor agrees as follows:

- (a) Contractor shall not discriminate against any employee, applicant for employment, independent Contractor, or any other person because of age, religion, race, color, sex, sexual orientation, national origin, marital status, disability, military status, arrest record, prior conviction, predisposing genetic characteristics, familial status, gender identity, gender expression, or domestic violence victim status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their age, religion, race, color, sex, sexual orientation, national origin, marital status, disability, military status, arrest record, prior conviction, predisposing genetic characteristics, familial status, gender identity, gender expression, domestic violence victim status, or retaliation for participating in human rights protected activities. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; including selection for apprenticeship and training.
- (b) Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Tompkins County Office of Human Rights setting forth the substance of the provisions of clause (a) and such provisions of the federal, state, and local Tompkins County Laws against discrimination.
- (c) Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to age, religion, race, color, sex, sexual orientation, national origin, marital status, disability, military status, arrest record, prior conviction, predisposing genetic characteristics, familial status, gender identity, gender expression, domestic violence victim status, or retaliation for participating in human rights protected activities.
- (d) Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Tompkins County Office of Human Rights, advising said labor union or workers' representative of its commitment to clauses (a) through (k) of this nondiscrimination notice, hereinafter called "nondiscrimination clauses." Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- (e) Contractor shall include all provisions of these nondiscrimination clauses in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor. 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.
- (f) Contractor agrees that it will not discriminate against any employee or applicant for employment to the extent required by Article 15 of the Executive Law of the State of New York (Sections 291-299) and all other federal, state, and local Tompkins County statutory and constitutional non-discrimination provisions.
- (g) Contractor agrees to comply with the policies of the New York State Office of Temporary & Disability Assistance (OTDA) to encourage the employment of qualified applicants or recipients of public assistance by both public organizations and private enterprises that are under contractual agreement to OTDA for the provision of goods and services. Contractor will be expected to make best efforts in this area. OTDA may require Contractor to demonstrate how Contractor has complied or will comply with the aforesaid policy. Contractor further agrees that it will comply with applicable federal, state

and local requirements concerning Equal Employment Opportunity (EEO) and opportunities for Minority and Women Business Enterprises (MBWE), including but not limited to its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144. Contractor further agrees that it will comply with OTDA's Appendix Z for the specific EEO/MWBE requirements and associated forms required for this contract.

- (h) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO) for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency and/or the BMWBO.
- (i) Where the practice of a union or of any training program or other source of recruitment will result in the exclusion of underrepresented groups or persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- (j) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factors shall be considered in mitigating appropriate sanctions.
- (k) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such laws, this Contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further contracts, and other sanctions may be imposed and remedies invoked.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

Attachment 5 Tompkins County Vendor Responsibility Questionnaire

VENDOR IS:	
PRIME CONTRACTOR	SUB-CONTRACTOR
MWBE	DBE
BID TITLE/NUMBER:	YEARS IN BUSINESS:
VENDOR'S LEGAL BUSINESS NAME:	D/B/A – DOING BUSINESS AS: (if applicable)
ADDRESS OF PRIMARY PLACE OF BUSINESS:	ADDRESS OF PRIMARY PLACE OF BUSINESS IN <i>NEW YORK STATE</i> (if different):
TELEPHONE:	TELEPHONE:
EMAIL:	EMAIL:
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:	
NAME:	
TITLE:	
TELEPHONE:	
EMAIL:	
LIST ALL OF THE VENDOR'S PRINCIPLE OWNERS:	
NAME:	TITLE:
NAME:	TITLE:
A DETAILED EXPLANATION IS RQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.	
<p>1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:</p> <p>a) An elected or appointed public official or officer? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p>b) An officer of any political party organization in Tompkins County, whether paid or unpaid? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i></p>	
<p>3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. Been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. Entered into an agreement to a voluntary exclusion from bidding/contracting; 4. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract; 5. Been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. <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 (HIPAA), rules or regulations. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied". <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) File any returns or pay any applicable federal, state or city taxes? 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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) File returns or pay New York State unemployment insurance? Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) Property Tax Indicate the year(s) the vendor failed to file. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT'S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR IT'S AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:</p> <p>a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

**TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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:	Owner's Name _____
City, State, Zip	(print) _____
	Title _____

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

Notary Public

Printed Name

Signature

Date

Attachment 6
TOMPKINS COUNTY
CERTIFICATION OF EXPERIENCE
(THIS FORM MUST BE COMPLETED BY BIDDER)

I, _____ HEREBY CERTIFY THAT (COMPANY) _____

_____ HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST THREE YEARS:

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

TYPE OF WORK PERFORMED: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

TYPE OF WORK PERFORMED: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

TYPE OF WORK PERFORMED: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

TYPE OF WORK PERFORMED: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

TYPE OF WORK PERFORMED: _____

**Attachment 7
BID/PROPOSAL SIGN-OFF SHEET**

BID/PROPOSAL TITLE:

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

	DONE	INITIALS
1. Bid/Proposal enclosed		
2. Bid Bond enclosed	N/A	N/A
3. Non-Collusive Certificate enclosed		
4. Anti-Discrimination Clause enclosed		
5. Insurance Certificate completed by insurance agent enclosed	N/A	N/A
6. Insurance Binder enclosed	N/A	N/A
7. Wages, Awards, Bond Requirements – agree to conditions	N/A	N/A
8. Equal Opportunity Acknowledgement enclosed	N/A	N/A
9. Statement of Surety's Intent enclosed	N/A	N/A
10. Site Visit Verification Form enclosed	N/A	N/A
11. Subcontractor and Supplier list(s) enclosed	N/A	N/A
12. Vendor Responsibility Form enclosed		
13. Certification of Experience Form enclosed		
14. Prevailing Wage Receipt Form enclosed	N/A	N/A
15. Livable Wage Form enclosed		
16. Addenda (if issued) received		
List Addendum # and dates		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
4. The respondent 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.
5. The respondent agrees to all terms and conditions as provided within the specifications.

Name/Title of Person Submitting Bid: _____	
Firm or Corporation Making Bid: _____	
Company Address: _____	
Telephone: _____	Email: _____
Remit to Address: _____	
Do You Accept Government P-Card as Payment?	Yes _____ No _____
Authorized Signature: _____	Date: _____

Contractor’s Representation—Livable Wage Policy

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

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

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union and is currently \$13.90 per hour if the employer contributes at least half the cost of an employee’s health insurance/benefit cost and \$15.11 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2019.

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.