

January 5, 2009

LEGAL NOTICE:

Requests for Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY no later than **Tuesday, January 20, 2p.m., 2009** for:

CENTRALIZED TAX COLLECTION DATABASE SYSTEM

Specifications are available in the Purchasing Department at the above address during regular office hours and online at www.oswegocounty.com.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS.

Fred Maxon
Purchasing Director

INFORMATION FOR VENDORS

The County of Oswego Treasurers Department is soliciting proposals for Centralized Tax Collection Database System.

RECEIPT OF PROPOSALS

Each Vendor shall submit a **signed original proposal and one (1) copy in a sealed opaque envelope indicating the company's name and proposal title: RFP #1-09 Centralized Tax Collection Database System. Proposals are due on or before 2 p.m., Tuesday, January 20, 2009.** Either mail or deliver proposals in person to:

Oswego County Purchasing Department
Attn: Fred Maxon, Director
46 East Bridge Street (3rd Floor)
Oswego, NY 13126

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered and will be returned unopened. Proposals may not be withdrawn within sixty (60) days after the actual date of opening. Facsimile transmitted proposals are not acceptable and will be rejected.

Proposals delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the Vendor.

VENDOR'S RESPONSIBILITIES

It is the Vendor's responsibility to meet the entire intent of these specifications. Vendors shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Vendor to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Vendor did not understand the terms and conditions herein. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFP.

It is the responsibility of each Vendor to:

- (A) Examine the RFP documents thoroughly;
- (B) Consider federal, state and local laws and regulations that may affect the proposal;
- (C) Study and carefully correlate Vendor's observations with the RFP document;
- (D) Visit the site(s) to become familiar with local conditions that may affect the proposal.

COMMUNICATIONS

Communications with the County shall be solely through the Oswego County officials listed below. Vendors are specifically directed not to contact any other County officials or employees

in any fashion regarding this RFP, without prior approval from the County Purchasing Department. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions.

The contact for general communications concerning this RFP is:	The technical contact for this RFP is:
Fred Maxon, Purchasing Director 46 East Bridge Street Oswego, NY 13126 Phone: 315-349-8234	Mark See, Chief accountant 46 East Bridge Street Oswego, NY 13126 Phone: 315-349-8395

SPECIFICATIONS DISCREPANCY & ADDENDA

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP form, or be in doubt as to their meaning, the Vendor shall at once notify in writing the County Purchasing Director. Written instructions will be sent to all Vendors and posted on the County’s web site. All such addenda shall become a part of the contract and all Vendors shall be bound by such addenda, whether or not received by the Vendors.

SCOPE PARAMETERS

If a Vendor identifies any elements not included in this RFP, which the Vendor considers to be essential to the objectives articulated in this RFP, the Vendor should identify the element(s) in the proposal, along with costs, and explain in detail why the County should consider including the element(s) within the scope of services. Conversely, if a Vendor identifies a task within the RFP that it believes could be modified or deleted without impacting the objectives of the RFP, the Vendor should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications.

In certain cases in this proposal, specifications and/or brand names of a certain manufacturer may be quoted. This is not to be construed as limiting the competition, because proposals by manufacturers and distributors of other equipment that equals or exceeds the performance of the specified item will be given full consideration.

VENDOR’S QUALIFICATIONS & ELIGIBILITY

The County may make such investigation as it deems necessary to determine the qualifications and ability of a Vendor, and the Vendor shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that the Vendor is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.

AWARD

The contract, if awarded, will be awarded to the lowest responsive and responsible bidder or bidders whom, in part or in total, meet all of the terms and conditions of the specifications. The county reserves the right to reject any and all bids. Oswego County reserves the right to permit political

subdivisions and eligible fire companies/districts under County Law §408-a and General Municipal Law §103(3), as amended, to participate in the county's bid award. Unless otherwise stated the bid specifications, the participation of third-party political subdivisions and/or fire companies/districts shall also be upon the consent of the vendor.

The County may award a contract based upon the proposals received, without discussion of such proposals with Vendors. **Each proposal should, therefore, be submitted in the most favorable terms the Vendor can make to the County.** The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written proposal. Submission of a proposal does not automatically qualify a Vendor for a presentation. The County reserves the right to negotiate with all qualified Vendors.

The terms and conditions for contract award imposed herein shall govern in all cases, and conflicting terms or conditions submitted by the bidder may constitute sufficient grounds for rejection of the bid.

The County of Oswego, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Executive Law affirmatively ensures that the contract will be awarded without discrimination on the grounds of race, creed, color, disability, martial status, age, sexual orientation or natural origin.

All proposals are subject to final review and acceptance by the Oswego County Legislature before any award of contract may be made. Receipt of proposals by the County shall not be construed as authority to bind the County.

All proposals shall be firm for a period of sixty (60) days after the opening date in order for the County to determine which proposal best meets the public interest. The County reserves the right to extend said period.

At the discretion of the County, the successful Vendor must provide Letter of Commitment within thirty (30) days of acceptance.

COMMENCEMENT OF WORK

Upon execution and delivery of the contract and delivery of the required Certificates of Insurance and the approval thereof by the County Attorney, the successful Vendor will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the County's Purchasing Office.

CANCELLATION

The County reserves the right to cancel the contract at will. If the Vendor fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, the Vendor may be determined to be in breach, and the contract may be terminated by giving written notice to the Vendor of such termination, specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Vendor under this contract shall, at the option of the County, become County property and the Vendor shall be

entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

The Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of determining the exact amount of damages due the County.

The Vendor understands that the contract may be terminated due to non-appropriation of funds.

PRICING

All prices are to be quoted firm against increase for the duration of the contract. The County shall not be responsible for any additional costs.

METHOD OF PAYMENT

Payment shall be made at the contract price for the services provided and verified by the Oswego County Treasurers Department. Payment schedule is negotiable. Invoices shall be sent to the Oswego County Treasurers Department 46 East Bridge Street, Oswego, NY 13126.

PROPOSAL FORMAT

All proposals must be in accordance with the format specified below. Please submit one signed original and one (1) copy of your proposal.

- I. Vendor Reply Cover Sheet (attached)
- II. Vendor Information Sheet (attached)
- III. Non-Collusion Certification (attached)
- IV. Resolution for Corporations (attached)
- V. Certificate of Insurance (attached)
- VI. Proposal Body:
 - 1. Describe how you will fulfill the scope of work as identified in this RFP. Include a tentative time schedule.
 - 2. Identify the staff to be assigned to this project. Define the capacity in which each person would be working, and describe their qualifications, education, training, expertise, and experience.
 - 3. Describe in detail your organization's experience with similar projects. Include a listing of all current projects of this same type and the client's names.
 - 4. Itemized cost proposal.
 - a. Lump sum cost to perform
 - b. Annual maintenance costs for software purchased
- VII. References. Please provide a listing of all completed projects over the past three (3) years of this same type and the client's names.

SPECIFICATIONS

Oswego County is seeking proposals from qualified firms to implement a County – wide centralized tax collection database system. The centralized database will meet the minimum specifications for Phase II of the CPTAP. The new real time centralized database system will improve the complicated current tax collection processes and information accessibility to the County Treasurer, local tax collectors, and the general public. This solution will have many benefits:

- 1) Reduction of manual data entry at the town, village, city, and school level and the elimination of redundant mirrored processing or data entry at the county level. Those town, village, city, and school collectors who currently collect manually would have access to a computerized system to automate their collections. With collection recording occurring within the central database at the county, delinquency returns would be eliminated, as the county would always have the most current information in their system. The elimination of the delinquency return and balancing process will also eliminate numerous hours of data entry at the county level.
- 2) Public access and payment: With proper setup and security, the general public could have access to the database. By allowing the public to access the information, they would have a 24x7 information source for finding out information on their property and the corresponding taxes. This would reduce the residents' need to call the local collector or county to inquire about the amount they owe as they could look up the information online. It would also be possible to permit a resident to review their property tax obligations online.
- 3) Online payments: A central database with limited public access would allow residents to make payments online via eCheck, credit cards and debit cards. Doing so will increase public service and decrease collection and receipt processing by the County Treasurer and the local collectors.
- 4) Universal information access: With a central database, tax collectors would have access to all unpaid taxes. This would help eliminate the need for a taxpayer to make separate phone calls to each tax office to find out the outstanding amounts.
- 5) Monetary and environmental savings: The current tax collection process involves a large amount of paper. This comes at a significant monetary and environmental cost. Currently, the county generates well over 100,000 bills annually, of which the majority are produced in duplicate. One copy is given to the town, village, city, or school collectors to be mailed to the taxpayer and the other copy is retained and stored by the county for six years. New York State Real Property Tax Law notwithstanding, with a centralized database, the county would have the ability to view or print a tax bill on demand for as long as the data remains in the system. Therefore, the county could implement a new policy of only printing one copy of the tax bill, thus reducing the number of printed pages by fifty percent, saving the cost of paper, toner/ink, printer consumables, and storage of the copies.

- 6) Software savings: Currently, each individual collector has jurisdiction to select and purchase their tax collection software and corresponding hardware. Annual maintenance costs for each locality ranging from a low of \$300 to over \$3,000, with the average being \$500. A central database with a countywide license will likely result in a significant cost savings as there would be one license for the entire county with collectors paying a lesser user fee.
- 7) Hardware savings and data integrity: Presently, each collector is responsible for providing adequate hardware to support the operation of their selected solution. Stand alone collection systems require significant processing power as they dually operate the system and database engine. Also each collector is left to implement a proper data backup and recovery plan. With a central database, the responsibility of data management and backup processes are centralized at the county level. With the shift to a central database, the computing power needed is greatly reduced as users would only need to have a computer capable of running an internet browser as the database engine is powered by the database server.

Implementation

A project of this scope and magnitude would require an implementation plan consisting of several phases. Please refer to appendix A for information on Oswego County.

- 1) Designing, acquiring, and installing the server environment to host the centralized database. This must include a reliable, high-speed Internet component.
- 2) Acquisition and installation of tax collection and delinquency enforcement software capable of operating in a distributed environment, specifically, on the Internet. This would provide and satisfy the centralized database, update, and access components. Test the application
- 3) Connect the County Treasurer's Office and a small cross-section of tax collectors. Refine the system over one tax collection cycle, and deploy to the remaining participants.
(The collection periods for county/town, village, city, and school bills differ, the deployment timeframe will also determine the initial sample audience. Village collectors tend to have far fewer bills compared to the towns, although since some school districts reside substantially in adjoining counties, they may also be excellent low-volume initial candidates.)

Timeframes:

The ideal scenario involves commencing with the village collectors in 2009. With proper planning and a call to action, this allows enough time for the county to establish the necessary technical environment and select a cross section of villages for the pending collection period. Soon after the close of the delinquency return following the phase three deployment, the fourth and final phase would commence. This would entail a rollout to school collectors in the summer, town collectors in December, and the remaining village collectors in early 2010. In all three cases, the rollout would be coordinated with a training program scheduled to occur only weeks prior to the mailing of the respective bills. Conducting training sessions near the mailing will maximize retention of the information and skills conveyed during training.

Minimum requirements to qualify for CPTAP Phase II grant funds

The tax collection system currently in place in the County Treasurer's office contains the taxable status of every parcel in the county except those contained within the City of Fulton.

Accordingly, meeting the minimum requirements to apply for the CPTAP Phase II grant would require cooperation and involvement from the City. On a periodic basis the City would need to provide a file containing payment data to the County Treasurer to update the central database.

The requirements of the County Treasurer's office are very minimal and could be accomplished by the having the County IT staff create a new report for their tax collection system. The Treasurer could then run the report and place the report on the county's website. A login and password could be required to access the report therefore, only making it available to tax collectors and not the general public.

Proposals will be reviewed and rated by representatives from several County Departments.

GENERAL PROVISIONS

In submitting a proposal, a Vendor agrees to be bound by the requirements set forth in the following General Provisions and the above Information for Vendors and Specifications sections. Whenever reference is made to the term “Contractor” or “Vendor” this shall include the party with whom the County may enter into an agreement, as well as any subcontractors whom the Vendor has engaged to complete portions of the scope of services. Whenever reference is made to the term “County” this shall include the County of Oswego.

HOLD HARMLESS

The Contractor shall agree to defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance of the agreement and to bear other costs and expenses related thereto; to indemnify and hold-harmless the County of Oswego, its officers, employees and agents from any and all liability damage claims, demands, costs, judgments, fees, attorney’s fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor, or by third parties under the control and direction of the Contractor.

PROFESSIONAL SERVICES AGREEMENT

The successful Vendor will be required to execute a professional services agreement with Oswego County. The final contract for this project will involve, at a minimum, the terms and conditions set forth in this RFP (including the Information for Vendors, Specification and General Provisions) and may include those reflected in the specific proposal submitted. The contract documents shall be the exclusive source of the Vendor’s rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

INDEMNIFICATION

The relationship of the contractor to the County shall be that of an independent contractor. That the said contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Workers’ Compensation coverage, Unemployment Insurance Benefits, Social Security coverage, or retirement membership or credits.

NON-DISCRIMINATION

The Contractor agrees to comply with the nondiscrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

LAWS, CODES & REGULATIONS

The Contractor shall, without additional expense to the County, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services described in the proposal.

ASSIGNMENT & SUBLETTING

The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the Contractor's proposal, no contract shall be made by the Contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.

The Contractor shall not assign, transfer, sub-lease, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

CONTRACT MODIFICATION

Either party may at any time during the term of this contract request amendments or modifications. Requests for amendment or modification of this contract shall be in writing, specifying the changes sought and the reasons.

DISPUTES

The exclusive means of disposing of any dispute arising under this contract which is not disposed of by agreement shall be decided in a New York State court of competent jurisdiction, located within Oswego County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain, and any money requested must be fully supported by all cost and pricing information.

DISCLOSURE

The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records without prior notice, at all reasonable times during the contract period and for three (3) years thereafter.

The Vendor will retain all records pertinent to this agreement, for a period of seven (7) years from either the date of final payment of this agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is longer.

When a fiscal or special audit determines that the Vendor has expended funds which are questioned under the criteria set forth, herein, the Vendor shall be notified and given the opportunity to justify questioned expenditures prior to the County's final determination of the disallowed costs, in accordance with the procedures established under contracted funding regulations.

NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.

EXECUTORY CLAUSE

It shall be understood by and between the parties that the contract shall be deemed executory to the extent of the monies available to the County for said purpose, and no liability on account thereof shall be incurred by the County beyond monies available for said purposes.

PERTAINING TO GENERAL MUNICIPAL LAW

The contractor shall agree that Section 103A and 103B of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporation are made part as though fully set forth herein.

IDENTIFICATION

The correct and full legal business name of the entity involved must be used on all contracts and other documents issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc). The signature on the contract must conform to the following:

- a. Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;
- b. Where the contractor is a partnership, at least one general partner must sign;
- c. Where the contractor is a sole proprietor, the owner of the company must sign;
- d. All signatures on proposals, amendments and related correspondence must be persons who are authorized to contractually bind the proposing entities.

UNCONTEMPLATED PURCHASES

Oswego County reserves the right to request separate bids or proposals should quantities or conditions change such that contractual services may be best procured via separate public bid offering, and to otherwise act in furthering its own interests.

VALIDITY OF PROVISIONS

The parties hereto understand and agree that each and every provision of law or clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted, said clause shall be deemed to have been inserted and shall have full force and effect of law.

This specification as well as any contract, plans, drawings, exhibits or schedules to which it is attached and made a part of constitutes the entire agreement and understanding between the parties hereto, and shall be binding upon each party and their successors. Any additions, changes or

deviations to or from said specifications, contracts, plans, drawings, exhibits, or schedules will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

NON-COLLUSION

Pursuant to Section 103D of the General Municipal Law, each Vendor must submit an affidavit of non-collusion signed by an officer of the company. (attached)

LICENSE AND PERMITS

It shall be the responsibility of the Vendor to secure any permits or licenses necessary for the Vendor to hold hereunder at its sole cost and expense.

REJECTION OR ACCEPTANCE OF PROPOSAL

The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any proposal that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, including unbalanced proposals, may be cause for rejection. An unbalanced proposal is defined as one in which the amount proposed for one or more separate items is substantially out of line with current market prices for the services rendered. In the event of default of the successful Vendor, or Vendor's refusal to enter into an agreement with the County, the County reserves the right to accept the proposal of any other applicant without necessity to re-advertise.

TAXES AND OTHER FEES

Oswego County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and other taxes imposed by the State of New York, its subdivisions and/or the Federal Government. Taxes shall not be included in any bid price submitted to the county. The county will provide proof of its tax exempt status upon request.

Please note that any pricing submitted to the county should EXCLUDE any fees or surcharges required of vendors by the New York State Office of General Services (whether the price is consistent with a current OGS state contract or otherwise). This bid solicitation is made by the County of Oswego only.

NO EXTENSIONS OF CREDIT BY COUNTY

Pursuant to the applicable provisions of the New York State Constitution, the County of Oswego is prohibited from extending credit to individuals or entities to finance the operation of this program.

REQUIREMENTS FOR CONTRACT

The contract, as well as the statements and specifications that accompany the proposals, and which are accepted by the County, shall be in such form and contain such terms and conditions as approved by the County Attorney.

SECURITY

The Vendor shall obtain and maintain general and/or professional liability insurance to include

comprehensive form and other coverage mutually acceptable to the County with sufficient limits for bodily injury, accidental death and property damage, and insurance related to training, as required by law.

The Vendor ensures that those employees in positions allowing for access and or control of program funds are properly bonded. The Vendor also agrees to reimburse Oswego County for any loss incurred in relation to this clause.

EMPLOYMENT

Vendor must document that it is an Affirmative Action / Equal Opportunity Employer.

FREEDOM OF INFORMATION LAW

Vendors are advised that Oswego County is subject to the Freedom of Information Law (FOIL). The County will make every reasonable legal effort to maintain the confidentiality of proposals and negotiations. Vendors are advised to clearly identify and mark any proprietary information in their proposals as "Proprietary Information."

INSURANCE REQUIREMENTS

HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Contractor and the County, their officers, agents or employees in connection with this agreement.

INSURANCE BROAD FORM PROPERTY DAMAGE

The Contractor agrees to obtain and maintain General Liability Insurance including comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Contractual, Independent Contractors and Personal Injury, with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, including wrongful death, and property damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

THE CONTRACTOR SHALL PROVIDE TO THE COUNTY A CERTIFICATE OF INSURANCE EVIDENCING THE ABOVE INSURANCE REQUIREMENTS AND SHALL NAME THE COUNTY OF OSWEGO AS AN ADDITIONAL INSURED. THE CERTIFICATE SHALL CONTAIN A PROVISION THAT THE ISSUING COMPANY WILL NOTIFY THE DIRECTOR OF THE OSWEGO COUNTY PURCHASING DEPARTMENT BY CERTIFIED MAIL THIRTY (30) DAYS PRIOR TO ANY CHANGE IN OR CANCELLATION OF THE POLICY.

STATUTORY COMPLIANCE

In acceptance of this agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and Human Rights.

MAILING INSTRUCTIONS

The Certificate of Insurance shall be mailed to:

Oswego County Purchasing Department
46 East Bridge Street
Oswego, NY 13126

CERTIFICATE OF INSURANCE

THIS CERTIFIES to the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York 13126 that the following described policies have been issued to, and are in force now for:

NAME & ADDRESS _____

OF INSURED: _____

COVERING: _____

KIND OF INSURANCE	COMPANY & POLICY NO.	EXPIRATION DATE	LIMITS OF LIABILITY
(X) Workers' Compensation			Statutory
(X) Disability Benefits Law			Statutory
(X) Comprehensive General Liability			CSL of \$1,000,000 OCC/ \$1,000,000 Agg in the Primary Policy
(X) Comprehensive Auto Liability			CSL of \$1,000,000 per OCC Primary Policy

The above described policies provide the following features or contain the following provisions, by endorsement for this project:

1. The above policies will not expire and/or non-renew by canceled, for any reason or restricted in coverage until at least thirty (30) days prior to written notice has been given, by certified mail, to the Oswego County Purchasing Department.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, and independent contractors liability coverage.
3. Personal injury liability coverage is provided under bodily injury liability insurance.
4. Broad form property damage coverage is provided.
5. The exclusion for actions on a contract by a third party beneficiary arising out of a project for a public authority is deleted from the contractor's and the owner's contractual liability policies.
6. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
7. The CGL policy has been endorsed to include the County of Oswego as an additional insured.

Name of Insurance Agency

Signature of Authorized Representative

Address of Insurance Agency

Telephone Number

Date

VENDOR REPLY COVER SHEET

Sealed proposals are due by **2 p.m., Tuesday, January 20, 2009** at the Oswego County Purchasing Office; 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The fee below includes all expenses for services connected with RFP #1-09.

\$ _____ (US Dollars)

\$ _____ Estimated annual maintenance

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Proposal for **RFP #1-09 Centralized Tax Collection Database System**, and offers to fulfill the activities as shown on the attached proposal.

Federal ID Number: _____

Type or Print Name

Company

Title

Address

Authorized Signature

Date

(____) _____ / (____) _____
Telephone Number / Fax

Please attach additional proposal information to this sheet.

VENDOR INFORMATION SHEET

Proposing Organization: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

Invoices Will Be From:

Address: _____

Person To Contact In Reference To Contract:

Name: _____

Title: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

E-mail: _____

Signatory Authority: _____

“In consideration of the limitations of this RFP, I hereby certify that the information in this proposal is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this proposal.”

Name/Title

Signature

Date

NON-COLLUSION CERTIFICATION

General Municipal Law § 103-d

- (a) By submission of this proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
 - (2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor;
 - (3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- (b) A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Vendor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Company

Type or Print Name

Date

Title

Authorized Signature

RESOLUTION FOR CORPORATIONS ONLY

Resolved that _____ (individual) is authorized to sign and submit the bid or proposal of this corporation for the following project:

RFP #1-09 Centralized Tax Collection Database System

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, _____, and is still in force on this _____ day of _____, 2006.

Secretary

(Seal of Corporation)

NON-PROPOSER RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective Vendors fail to submit proposals. Failure to submit a proposal without explanation may result in removal of your firm from our Vendors' list. If you are NOT submitting a proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the Oswego County Purchasing Office; 46 East Bridge Street; Oswego, NY 13126.

- 1. Unable to make a proposal at this time, but would like to receive future RFPs.
- 2. Items or material not manufactured, distributed, stocked, furnished.
- 3. Services, materials or items we have to offer do not fully meet all the requirements of standards specified.
- 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.) _____

- 5. We cannot meet the time of delivery of items or materials specified.
- 6. Insufficient time allowed for preparation and submission of bid.
- 7. Other reasons: _____

You may remove our name from the bid list for:

This Commodity Group This Item or Material All Bids

_____	_____
Type or Print Name	Company
_____	_____
Title	Address
_____	_____
Authorized Signature	(_____) _____
_____	_____
Date	Telephone Number

Appendix A

Jurisdiction	Survey Response	Parcels	Collection Method	Software vendor	Annual maintenance	Maintenance per parcel	High-speed Internet
Oswego County	Yes	59,700	Software	In-house			Yes
City of Fulton	No						
City of Oswego	Yes	6,971	Software	KVS	(see note)		Yes
Town of Albion	Yes	1,509	Software	Williamson Law	\$395.00	\$0.26	Yes
Town of Amboy	Yes	1,400	Manual				No
Town of Boylston	Yes	662	Manual				No
Town of Constantia	Yes	2,800	Software	BAS	\$795.00	\$0.28	Yes
Town of Granby	Yes	3,125	Software	Allen Tunnell	\$600.00	\$0.19	Yes
Town of Hannibal	Yes	1,776	Software	Williamson Law	\$300.00	\$0.17	Yes
Town of Hastings	Yes	4,297	Software	BAS	\$900.00	\$0.21	Yes
Town of Mexico	Yes	2,729	Software	Williamson Law			Yes
Town of Minetto	Yes	750	Software	Williamson Law	\$600.00	\$0.80	Yes
Town of New Haven	Yes	1,700	Software	Williamson Law	\$350.00	\$0.21	Yes
Town of Orwell	Yes	1,274	Software	Williamson Law	\$700.00	\$0.55	No
Town of Oswego	Yes	2,237	Software	Williamson Law	\$750.00	\$0.34	Yes
Town of Palermo	Yes	1,800	Software	BAS	\$350.00	\$0.19	Yes
Town of Parish	Yes	1,383	Manual				No
Town of Redfield	Yes	1,020	Manual				No
Town of Richland	Yes	3,500	Software	Williamson Law	\$600.00	\$0.17	Yes
Town of Sandy Creek	Yes	3,900	Software	Allen Tunnell	\$1,500.00	\$0.38	Yes
Town of Schroepfel	Yes	3,400	Software	Allen Tunnell	\$975.00	\$0.29	Yes
Town of Scriba	Yes	2,900	Software	Allen Tunnell	\$795.00	\$0.27	Yes
Town of Volney	Yes	2,800	Software	Allen Tunnell	\$795.00	\$0.28	Yes
Town of West Monroe	Yes	1,913	Software	Williamson Law	\$700.00	\$0.37	Yes
Town of Williamstown	Yes	1,000	Manual				No
Village Cleveland	Yes	368	Manual				Yes
Village Hannibal	Yes	255	Manual				Yes
Village of Altmar	Yes	177	Software	Allen Tunnell	\$750.00	\$4.24	Yes
Village of Central Square	Yes	670	Software	Williamson Law			Yes
Village of Lacona	Yes	267	Software	Associated Computer Products	\$300.00	\$1.12	Yes
Village of Mexico	Yes	654	Software	Harris	\$325.00	\$0.50	Yes
Village of Parish	Yes	245	Software	Williamson Law	\$385.00	\$1.57	Yes
Village of Phoenix	Yes	784	Software	Williamson Law	\$330.00	\$0.42	Yes
Village of Pulaski	Yes	1,001	Software	Maps	\$250.00	\$0.25	Yes
Village of Sandy Creek	Yes	297	Software	Associated Computer Products	\$300.00	\$1.01	Yes

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A-P-W-School District	Yes	5,530	Software	Allen Tunnell			Yes
Cato-Meridian School	Yes	3,828	Software	Allen Tunnell	\$1,200.00	\$0.31	Yes
Central Square School	Yes		Software	Allen Tunnell	\$600.00		Yes
Fulton City School	Yes	8,284	Software	Williamson Law	\$525.00	\$0.06	Yes
Hannibal School	Yes	3,200	Software	Allen Tunnell			Yes
Mexico School District	No						
Oswego City School	No						
Phoenix Central School	Yes	4,600	Software	Allen Tunnell	\$975.00	\$0.21	Yes
Pulaski School District	Yes	3,200	Software	Allen Tunnell	\$1,500.00	\$0.47	Yes
Sandy Creek School	Yes	5,210	Software	Allen Tunnell	\$1,500.00	\$0.29	Yes
South Jefferson School	Yes	22	Manual				Yes

<p>Notes:</p> <p>1) City of Oswego annual maintenance total is \$12,000 for all products (tax, financial, etc.)</p> <p>2) Blank cell indicates that no survey response was received for this item</p> <p>3) Annual maintenance amounts in blue are in excess of \$1.00 per parcel</p>
