

Tioga County
Request for Proposals
(RFP 2017-A)

Software Application For
Time & Activity Capture

Release Date: May 25, 2017

Response Deadline: June 1, 2017

Tioga County Law Department
56 Main Street
Suite 204
Owego, NY 13827

This communications serves to apprise you and your firm of the aforementioned Request for Proposals for a Software Application to track employee time. We invite you and your firm to respond to this Request for Proposal. **Please review carefully all sections of the Request for Proposal, paying particular attention to the closing date and time listed within the body of the Request for Proposal.**

Firms responding to this Request for Proposal shall submit in hardcopy format to the following address:

Peter DeWind
Tioga County Attorney
56 Main Street
Suite 204
Owego, New York 13827
(607)687-8253 (voice)
(607)223-7003 (FAX)
dewindp@co.tioga.ny.us

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Section 1 – Invitation to Submit Proposal

1.1. Purpose

Tioga County Public Health (County) is soliciting proposals for a software application which will track the employee time and efforts expended on various programs (including grants) in accordance with State and Federal laws and regulations. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Proposals.

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and, thus be assured of fair and objective treatment in the County review and evaluation process.

1.2 Point of Contact (POC)

The individual identified below, is the sole point of contact regarding this RFP from the date of distribution until the selection of the successful Respondent

Peter DeWind
Tioga County Attorney
56 Main Street
Suite 204
Owego, New York 13827
(607)687-8253 (voice)
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dewindp@co.tioga.ny.us

1.3 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- This RFP will be distributed May 25, 2017.
- All requests for RFP clarifications must be submitted in writing to the POC at the email address provided in section 2 and received no later than 9:00 AM EST on May 30, 2017.
- All questions will be answered and documented in writing as an addendum to the RFP. These will be posted on the County website.
- Final RFP submissions must be received by 3:00 PM EST on June 1, 2017 at the address shown in Section 3.1.

1.5 An Overview of the Organization

Tioga County is located in the Southern Tier region of New York State. The County has a population of 51,125 and is comprised of 9 Towns and 6 Villages. The Tioga County Public Health Department (TCPH) is a full service health department of the County of Tioga government with its main offices located in Owego, New York. The TCPH is a part of the County's public health infrastructure that provides the resources needed to deliver the essential public health services. TCPH employs approximately 30 employees

Section 2 – Scope of Work

The County is seeking a software package which can be utilized on County computers and workstations to comprehensively track employee time and effort expended on a variety of programs and funding lines. This software should have the capability to:

- Provide for multi-departmental time and attendance recording and reporting.
- Allow for mileage tracking and reporting.
- Have the ability to integrate with the County payroll system which is operated by Tyler Technology's MUNIS program.
- Have the ability to integrate with the County general ledger.
- Capable of providing a full array of grant management reports.
- The system should be based on SQL Server and .Net architecture.
- Allow for flexibility through user maintainable configuration.

Section 3 – Specific Proposal Requirements

3.1. Submission of Respondent's Proposal(s)

- A. Acceptance Period and Location:** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information

requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be **received** at the address below on or before 3:00 p.m. Eastern Standard Time, on June **1**, 2017.

Peter DeWind
Tioga County Attorney
56 Main Street
Suite 204
Owego, New York 13827

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Required Copies:** Respondents must submit one (1) signed original Proposal and two (2) complete copied sets of the signed original Proposal. Proposal should be clearly marked as “Proposal for Software Application for Time and Activity Capture & Reporting”. The respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.
- C. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 60 days past the due date for receipt of the RFPs.
- D. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as “Respondent complies” or “Respondent understands” should be avoided.

3.2. Response Date

To be considered, sealed proposals must arrive on or before the time and date specified in Section 3.1.A. Requests for extension of the submission date will not be granted. Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.3. Clarifications of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted in writing or via email (no questions via telephone will be accepted) pursuant to the instructions in Section 1 of this RFP and must be **received** no later than on or before 9:00 a.m. Eastern Standard Time, on May 30, 2017. Questions and answers will be provided, on or before 1:00 p.m. Eastern Standard Time, on May 30, 2017, and will be posted on the Tioga County website where this RFP was posted. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the POC. Prohibited contact may be grounds for Respondent disqualifications.

3.4. Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original, as well as being posted on the Tioga County website. **An acknowledgement of such addenda, if any, must be submitted with the RFP response.**

3.5. Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in this Section

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:
 - 1. Year the company was organized
 - 2. Identification of company ownership
 - 3. Functions and location of your nearest regional office to Tioga County. Identify the location of your company's headquarters.
 - 4. Any conflicts of interest that may affect the County's potential selection of or entering into an agreement with your organization.

5. Respondents must fill out and submit with their proposals APPENDIX E, Standard Contractor's Questionnaire, APPENDIX C, Certification Regarding Debarment, Suspension, and Responsibility and APPENDIX D, Non-collusive Bidding Certification.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients.
2. Approximate number of Employees and Sub-Contractors which will be utilized to fill this RFP.
3. A summary of all legal action in the past 3 years, that resulted in a decision against the vendor and any pending legal actions.
4. A summary of all contracts terminated within the past 3 years.
5. Resumes for the key personnel to be involved in providing services to the County.

E. Respondent's Proposal. Respondent must submit a detailed Project Narrative and Work Plan that describes:

1. Its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed.
2. How its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this RFP.
3. Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

F. Cost Proposal. Respondents must detail the proposed method of compensation for the services. So that cost proposals may be judged equally, pricing must be submitted on the attached Appendix B, "Cost Proposal Pricing Table". The pricing must break out any yearly licensing and/or maintenance fee associated with the software.

G. Insurance Certificates. Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Appendix A of this RFP.

H. Exceptions to Standard Tioga County Contract. For all exceptions to the Standard Tioga County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Contract", the section number of any requirement to which an

exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

- I. Exceptions to the Scope of Services Outlined in Section 2 of the RFP.** For all exceptions to the Scope of Services outlined in Section 2 of the RFP, the Respondent must indicate on a separate sheet labeled “Exceptions Taken to the Scope of Services Outlined in Section 2 of the RFP, the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that the scope of services will change as proposed by the Respondent, but rather that the Respondent explain their position so that the exception can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the Scope of Services.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled “Exceptions Taken to the General Information for the Respondent”, the section number of any requirement to which an exception is being taken and an explanation of their position.
- K. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

3.6. Method of Evaluation

- A. Evaluation Committee:** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All responsive and responsible submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that the County deems pertinent to these services, which may include, but may not be limited to, the following:
 - 1. Proposed fees
 - 2. Understanding of the Project
 - 3. Degree of Relevant Experience

4. Technical Competence
5. References
6. Capacity and Availability to Perform the Services
7. Local Office
8. Other pertinent criteria

C. Contract Approval Process: Respondents must be aware that any contract resulting from this RFP is subject to prior approval by the Tioga County Law Department and Tioga County Legislature.

3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, the County is under no obligation to offer any Respondent the opportunity to make such a presentation.

3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

Section 4 – General Information for the Respondent

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents
- C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. The winning vendor may be required to enter into an agreement which may include provisions required by the various grant programs to be monitored by the software package. Attached as RFP Appendix A is a copy of the Standard Tioga County Contract which contains standard mandatory provisions.

Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A. Respondents must take exception as instructed in Section 3.5 if necessary. Any exceptions will be evaluated by the Tioga County Law Department prior to proposal rating.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Tioga County with a Word version of its final proposal.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of liability for non-performance of any of its subcontractors. Further, Tioga County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Contract Payment

Actual terms of payment will be the result of agreements reached between Tioga County and the Respondent selected.

4.6 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County.

4.7 Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the POC of acceptance or rejection of their proposal.

4.8 Independent Price Determination

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
 - 1) The prices in the proposal have been arrived at independently without consultation, communications, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
 - 2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- B. Each person signing the proposal certifies that:
 - 1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) or (2) above; or
 - 2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to A (1) and (2) above, and that as their

agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.

- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) or (2) above.

4.9 Incurring Costs

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

4.10 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Tioga County upon submission of the Respondent's proposal to Tioga County without any obligation or liability by Tioga County to the Respondent. Tioga County has the right to use any or all ideas presented by a Respondent.

Tioga County reserves the right to ownership, without limitation, of all proposals submitted. However, because Tioga County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law section 84-90), Tioga County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law section 87, Tioga County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

4.11 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

APPENDIX A
SAMPLE TIOGA COUNTY CONTRACT

The County contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Tioga County Contract.

Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms.

THIS AGREEMENT, made this ____ day of _____, 2016, by and between TIOGA COUNTY, a municipal corporation, with offices at 56 Main Street, Owego, New York 13827, hereinafter referred to as the "COUNTY", and _____, with offices at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

WHEREAS, the COUNTY issued a Request for Proposal ("RFP"), and

WHEREAS, the CONTRACTOR has submitted a proposal, dated _____, to perform the requested services, and

WHEREAS, the COUNTY Legislature of the County of Tioga by Resolution Number ____ of 20____, authorized a contract for services as hereinafter described, and

WHEREAS, the CONTRACTOR is willing, able, and qualified to perform such services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

Section 1. SCOPE OF SERVICES

The CONTRACTOR shall perform the following services for the COUNTY:
(insert)

Section 2. TERM OF AGREEMENT

The term of this Agreement shall be for the period of **XXXXXX ##, 20XX** through **XXXX ##, 20XX**. [At the COUNTY's option, the Agreement may be renewed for three additional one year terms]. If the COUNTY, in its sole discretion, determines that it intends to extend the term of the Agreement for an additional one year term, it shall notify the CONTRACTOR in writing no later than **XXXX ##** of the expiring year that the Agreement will be extended into the following year.

This Agreement shall remain in effect for the period specified above, unless otherwise terminated pursuant to the Termination Clause of this Agreement.

Section 3. TERMINATION CLAUSE

This Agreement may be terminated by the mutual written agreement of the contracting parties.

This Agreement may be terminated by either party for convenience by giving the other party **XX** days' prior written notice.

This Agreement may be terminated by the COUNTY, for substantial breach, upon the failure of the CONTRACTOR to comply with the terms and conditions of this Agreement, including the attachments hereto; upon the failure of the CONTRACTOR at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR or its employees or subcontractors providing services under this agreement, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect; or in the event that the CONTRACTOR fails immediately to secure a new such license, approval or certification. Any one of above shall be considered a substantial breach.

Upon termination of this Agreement, the CONTRACTOR shall have no further responsibility to the COUNTY or to any other person with respect to providing services specified in this Agreement. Upon termination of this Agreement, the COUNTY shall be obligated to pay the CONTRACTOR for services satisfactorily performed in compliance with the Agreement through the date of termination. Following such payment, the COUNTY shall have no further obligations to the CONTRACTOR under this Agreement.

Any notice of termination under this Agreement will be given in writing at the addresses set forth below, specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the serving party. The CONTRACTOR agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than one hundred twenty (120) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediately effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

To the County:

Tioga County Law Department

Attn: Tioga County Attorney

56 Main Street

Suite 204

Owego, NY 13827

To the Contractor:

XXXXXX

Section 4. PAYMENT FOR SERVICES

The COUNTY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to be paid, a sum in full satisfaction of all expenses and compensation due the CONTRACTOR not to exceed _____ (\$_____).

Payment by the COUNTY for the sum(s) herein contracted for shall be made upon the submission of properly executed monthly invoice, supported with such information and documentation necessary to substantiate the invoice, approved by the COUNTY.

The COUNTY may audit records relating to expenses for services provided by the CONTRACTOR pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The CONTRACTOR shall prepare and make available such statistical and financial service and other records requested by the COUNTY. These records shall be subject at all reasonable times to inspection, review and audit by the COUNTY, the State of New York and other personnel duly authorized by the COUNTY. These records shall be maintained for the period set forth in the State regulations.

Section 5. INSURANCE AND INDEMNIFICATION

CONTRACTOR shall comply with the following General Contract and Insurance Specifications:

TIOGA COUNTY, NEW YORK	
General Contract and Insurance Specifications	
Project Description or Contract Number:	[Description of project]
Date Issued:	Thursday, May 25, 2017 3:24 PM
Vendor name ("Contractor"):	
County Department:	County Department

Please read these specifications very carefully. These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II, with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an "occurrence basis" unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder. Excess coverage must be at least as broad as primary coverage.

5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance coverage and certificates must be approved by the County Department of Law or its designee prior to commencement of services.
6. The amount of self-insured retention or deductibles, if any, must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-, XI" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits												
<u>Commercial General Liability (CGL)</u> <u>per standard ISO form or</u> <u>equivalent with no modification</u> <u>of coverage for contractual</u> <u>liability</u> <ul style="list-style-type: none"> All endorsed policy exclusions shall be disclosed by submittal of forms Tioga County shall be named Additional Insured, on a primary, noncontributory basis. The additional insured coverage shall be provided per ISO forms CG 2010 and CG 20 37 or equivalents and the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. Additional Insured form(s) shall be attached to the Certificate of Insurance. 	<table> <tr> <td>General Aggregate</td><td>\$2,000,000</td></tr> <tr> <td>Products & Completed Operations Aggregate</td><td>\$2,000,000</td></tr> <tr> <td>Personal & Advertising Injury</td><td>\$1,000,000</td></tr> <tr> <td>Each Occurrence</td><td>\$1,000,000</td></tr> <tr> <td>Fire Damage</td><td>\$300,000</td></tr> <tr> <td>Medical Expense</td><td>\$10,000</td></tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000
General Aggregate	\$2,000,000												
Products & Completed Operations Aggregate	\$2,000,000												
Personal & Advertising Injury	\$1,000,000												
Each Occurrence	\$1,000,000												
Fire Damage	\$300,000												
Medical Expense	\$10,000												

<u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned, leased and hired vehicles.	\$1,000,000 Combined Single Limit
<u>Professional Liability</u> <ul style="list-style-type: none"> If "Claims Made" coverage, must be maintained continuously for a minimum of three (3) years after contract termination. Also, retroactive date must precede the date of the contract for jail medical services Shall not contain restrictions for <ul style="list-style-type: none"> ✓ Contractual liability ✓ Express warranties or guarantees ✓ Personal injury 	\$1,000,000 Each Claim \$1,000,000 Annual Aggregate
<u>Data Breach Liability</u>	\$1,000,000 Each Occurrence
<u>Umbrella / Excess Liability (Following Form)</u> <ul style="list-style-type: none"> To extend over CGL, Auto 	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
<u>Workers' Compensation and Employer's Liability</u> If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable	Part 1 – Statutory Part 2 – (Unlimited in NYS) \$500,000 Each Accident \$500,000 Disease Policy Limit \$500,000 Disease Each Employee

2. The certificate shall:
 - indicate coverages and minimum amounts required in part II.1
 - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an aggregate insurance limits reduction) unless prior 30 day written notice has been given to the Tioga County. Attach applicable endorsement to the certificate.
3. The Additional Insured & Certificate Holder should read:

County Of Tioga, its elected officials, appointees, employees and designated volunteers

Attn: Law Department
56 Main Street, Owego, NY 13827

Part III. Defense and Indemnification

The Contractor shall indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, punitive damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorney's fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, it's agents or employees, the provision of any products by the Contractor, it's

agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement for Comprehensive Medical and Mental Health Services for Inmates of the Tioga County Jail . Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

Part IV. Safety

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a new contractor.

Section 6. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become a part of this Agreement. All Notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

Section 7. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the CONTRACTOR is and shall in all respects be considered an independent contractor. The CONTRACTOR, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or

employee of the COUNTY nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The CONTRACTOR shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the CONTRACTOR's employee's' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The COUNTY shall have no responsibility for any of the incidences of employment.

Section 8. EXECUTORY NATURE OF AGREEMENT

This Agreement shall be deemed executory only to the extent of the funding available and the COUNTY shall not incur any liability beyond the funds annually budgeted therefore. The COUNTY may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the CONTRACTOR's obligations regarding the services provided under this Agreement may be reduced correspondingly.

Section 9. NO ASSIGNMENT WITHOUT CONSENT

The CONTRACTOR shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement, or any part thereof to any person or entity without the prior written consent of the COUNTY.

Section 10. Non-Discrimination

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONTRACTOR will not discriminate against any employee or applicant for employment, or any person or inmate served under this Agreement because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, marital status or any other class of person protected against discrimination by state or federal statute.

Section 11. CONTRACTOR QUALIFIED, LICENSED, ETC.

The CONTRACTOR represents and warrants to the COUNTY that it and its employees are duly and fully qualified under the laws of the State of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possess as of the date of its execution of this Agreement, and it will maintain throughout the term thereof, all necessary approvals, consents and licenses from all applicable government agencies and

authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

Section 12. CONFIDENTIAL INFORMATION

“Confidential Information” means any and all non-public, medical, financial and personal information in whatever form (written, oral, visual or electronic) possessed or obtained by either party. Confidential Information shall include all information which (i) either party has labeled in writing as confidential, (ii) is identified at the time of disclosure as confidential, (iii) is commonly regarded as confidential in the health care industry, or (iv) is Protected Health Information as defined by HIPAA.

CONTRACTOR agrees to comply with all applicable laws and regulations, including HIPAA and the HITECH Act, to the extent applicable, in meeting their obligations under this Agreement.

CONTRACTOR agrees to maintain the confidentiality of any Confidential Information, including Protected Health Information and to implement all necessary and appropriate safeguards to prevent any unlawful use or disclosure of any Confidential Information.

CONTRACTOR agrees to report to the COUNTY any use or disclosure of Confidential Information in violation of this Agreement, HIPAA or any other federal, state or local law or regulation.

The obligations of confidentiality under this Agreement will continue indefinitely from the effective date of this Agreement.

Section 13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any and all services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), HIPAA and HITECH.

Section 14. LAW

This Agreement shall be governed by and under the law of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Tioga, New York.

Section 15. NO WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 17. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.

SIGNATURE PAGE

APPENDIX B

COST PROPOSAL PRICING

Respondents must detailed Cost Proposal Pricing and attach to their proposal. If an alternate staffing proposal is made, respondent will detail positions and costs. The cost proposal must include any yearly licensing or maintenance fees.

APPENDIX C
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State, Local) terminate for cause or default.

Date: _____

[Print Name of Contractor]

By: _____

[Signature]

[Print Name]

[Print Title/Office]

APPENDIX D
NON-COLLUSIVE BIDDING CERTIFICATION

The undersigned hereby declares that no officer, agent or employee of the County is interested directly or indirectly in this Proposal or in any labor or materials to which it relates; that the Proposal is made without collusion with any other Bidder or other person and that it is in all respect fair and just.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or competition, as to any matter relating to such process with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidders or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation; to submit or not to submit a bid for the purpose of restricting competition.

STATE OF _____

COUNTY OF _____

TOWN OF _____

SIGNATURE OF BIDDER _____

(SEAL)

(Title)

(Address)

Sworn to and subscribed before me this _____ day of _____, 20____ .

(Notary Public)

APPENDIX E

CONTRACTOR'S QUESTIONNAIRE TIOGA COUNTY, NEW YORK

Respondents must complete this detailed Questionnaire and attach it to their proposal.

The information requested in this questionnaire is to assist the County in evaluating the qualifications of contractors and shall be submitted by all Respondents.

Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law ____ Yes ____ No

If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

Project: _____

1. Contractor: _____

DBA Name, if any: _____

Address: _____

Telephone: (____) _____

Fax: (____) _____

2. Type of Company: ____ corporation incorporated in:

____ partnership

____ individual proprietor

____ joint venture consisting of _____

3. List names and titles of officers, partners or proprietors.

4. How long has the company been in business? _____

5. List any former names of the company.

Identify any affiliates of your company. For purposes by this question, your company and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

<u>Federal ID No.</u>	<u>Company Name</u>	<u>Address</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

6. Has the company, any affiliate or any predecessor or any member of the company ever been included on any federal, state or municipal ineligible or debarred list? ____ Yes ____ No?
7. Has the company, any affiliate or any predecessor, been defaulted, or failed to complete a contract in the last five years? ____ Yes ____ No?
8. Within the past five (5) years has the company, any affiliate, any predecessor company or entity, or any person identified in question number 3 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each company's "Yes" answer; attach additional pages if necessary).
- A judgment of conviction for any business-related conduct constituting a crime under state or federal law? ____ No ____ Yes
 - A criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? ____ No ____ Yes
 - A grant of immunity for any business-related conduct constituting a crime under state or federal law? ____ No ____ Yes
 - Any administrative proceeding, civil action or claim? ____ No ____ Yes
 - The subject of a lawsuit? ____ No ____ Yes
 - Issued a citation by a state or federal entity? ____ No ____ Yes
 - The subject of any penalty or fine(s) due to a lack of compliance with the terms of a contract? ____ No ____ Yes
 - A rejection of any bid or solicitation response for lack of qualifications or responsibility or because of the submission of an informal, no-responsive or incomplete bid or response? ____ No ____ Yes
 - A voluntary exclusion from a contracting agreement? ____ No ____ Yes
 - Any other federal or state citations, notices, violation orders, pending administration hearings or proceedings or determination of a violation of any labor law or regulation? ____ No ____ Yes
 - Any criminal investigation, felony indictment or conviction concerning formation of or any business association? ____ No ____ Yes
 - Any bankruptcy proceeding? ____ No ____ Yes

- m. Any suspension or revocation of any business or professional license?
_____ No _____ Yes
- n. Any citations, notices, violation orders, pending administrative hearings or proceedings or determination for violation of federal, state or local health laws, rules or regulations? _____ No _____ Yes

I hereby certify the above and attached information to be true, complete and not misleading. False or misleading statements may result in revocation of the award or contract.

Signature

Name and Title

Date

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public