

**REQUEST FOR PROPOSAL**  
**MOBILE CONTENT MANAGEMENT SOLUTION FOR CHILD WELFARE SERVICES**  
**July 21, 2017**

**SCOPE OF SERVICES**

The County of Tioga is seeking to purchase a mobile technology solution for caseworkers at the Department of Social Services. The software solution must automate the capture and flow of client and case information based on how caseworkers throughout the agency need to use it. The solution must utilize the current repository used for the storage of scanned images. This will provide one secure location for the capture, storage and retrieval of scanned images for caseworkers to accomplish most of their daily tasks from a single application. Demographic data must be imported from the NYS CONNECTIONS download, giving the users access to the most current data possible. The product must allow for both desktop and mobile integration for seamless functionality for 30 Casework staff.

This software solution must include the following functionality:

- Electronically capture client documentation.
- Allow immediate and concurrent access to multiple case workers simultaneously.
- Electronically route collected documentation to the client's electronic case file.
- Allow case workers to complete forms at their computers, both desktop and mobile, pre-filling information about clients allow signature capture in the field and automatically saving forms to the document management system.
- Provide multiple levels of security to protect sensitive documents and files from unauthorized viewers.
- Provide an automated workflow process for casework.

**PROPOSAL CONDITIONS & INFORMATION**

Proposals will be received by Tioga County until 4:00 pm on Friday, August 4, 2017. All proposals must be submitted in a sealed envelope and have original signature and date.

One (1) original and two (2) copies of the proposal must be submitted to:

Peter DeWind, Tioga County Attorney  
56 Main St.  
Owego, New York 13827

Please mark on lower left hand corner of envelope: "RFP- Mobile Content Management Solution"

**QUESTIONS** regarding this proposal must be submitted in writing to Shawn Yetter, Commissioner Tioga County Department of Social Services by email [Shawn.Yetter@dfa.state.ny.us](mailto:Shawn.Yetter@dfa.state.ny.us). Questions will be received until 4:00 pm on Monday, July 31, 2017 and responded to no later than Tuesday, August 1, 2017.

## **PROPOSAL REQUIREMENTS**

### **Services Requested/Consultants Responsibilities:**

The following are typical services and/or items that successful Vendor will be required to provide to Tioga County, if it is awarded the Contract, and should be addressed in each Vendor's proposal.

Vendor must provide the following information:

- Description of the overall make-up of the project team and each member's areas of responsibility.
- Description of three (3) prior relevant projects completed by the vendor. For each organization include name and telephone number of reference for the project.
- Explain the approach your organization will take in delivering the services required to design, install, and maintain the proposed mobile productivity solution.
- Describe the Business Analysis and System Design that will be conducted for this project.
- Outline in detail the steps you will take reach production of the final solution meeting all deliverables as outlined above.
- Describe the ongoing project monitoring and maintenance services your company will provide. Specifically, describe the personnel, schedules, conditions, equipment covered, and extra costs (if any) of the following services:
  - Scheduled preventative maintenance
  - Emergency service
  - Training of on-site staff
- Detail all costs associated with the mobile productivity solution, including but not limited to:
  - Software solution user fees
  - Professional services
  - Annual maintenance fees
  - Equipment costs
- A complete schedule for achievement of all major project milestones:

### **B. Evaluation Criteria and Award**

Upon review of proposals received in response to this RFP, the County expects to select a vendor to provide a mobile productivity software solution as outlined in Section II above.

**Proposals will be evaluated and scored on the basis of the following criteria:**

#### 1. Experience and Qualifications of the Vendor

Points will be awarded based on demonstrated experience with similar projects as reported and responses from references. Experience with similar projects will be understood to include development of design-build projects.

#### 2. Technical Capability

Proposals will be evaluated on the soundness and detail of presentation of technical strategies proposed for meeting the County's objectives. The proposal should include a description of any integration with other relevant technology the County currently uses.

3. Financial Terms

The County is interested in selecting a vendor that conducts business with a philosophy of full disclosure of all project costs.

4. Proposed Project Schedule

Proposals will be evaluated on the reasonableness, clear presentation, length and detail of the proposed project schedule. The proposal should include descriptions of how the vendor intends to achieve the project schedule and what the vendor needs from the County to adhere to that project schedule.

Award will be made to the vendor that best meets Tioga County's needs and requirements. All aspects of evaluation will be taken into consideration in awarding this contract.

**Sign and return the following with your proposal:**

- Appendices A, B & C

## APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Tioga (herein after "County").

- I.** **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
- II.** **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
- III.** **NON-DISCRIMINATION REQUIREMENTS.** In accordance with 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 because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- IV.** **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- V.** **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
- VI.** **SET-OFF RIGHTS.** The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.

- VII. RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- VIII. MEDICAID/MEDICARE COMPLIANCE.** If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractor's failure to comply with these conditions or based upon any false certification under this section.
- IX. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- X. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XI. NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Tioga County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XII. BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
- XIII. APPROVAL OF COUNTY LEGISLATURE.** This contract is subject to and conditioned upon approval by the Tioga County Legislature.
- XIV. INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

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Tioga County

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Contractor  
(Signature of Authorized Official Required)

## APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Tioga (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.
- III.
  - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
  - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
  - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
  - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
  - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.
- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.
- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

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Tioga County

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Contractor  
(Signature of Authorized Official Required)

**APPENDIX C**

<b>TIOGA COUNTY, NEW YORK</b> General Contract and Insurance Specifications
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<b>Project Description or Contract Number:</b>	
<b>Date Issued:</b>	
<b>Vendor name ("Contractor"):</b>	
<b>County Department:</b>	

**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; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
6. The amount of self-insured retention or deductibles 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
<b>Commercial General Liability</b> per standard ISO form or equivalent with no modification of coverage for contractual liability	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
<ul style="list-style-type: none"> <li>All endorsed policy exclusions shall be disclosed by submittal of forms</li> <li>Tioga County shall be named Additional Insured, on a primary, non-contributory basis. shall be provided by ISO endorsement forms CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for arising from completed operations. Submittal of the is required with the ACORD 25.</li> </ul>	
<b>Automobile Liability (Comprehensive Form)</b> Must cover owned, non-owned, leased and hired vehicles.	\$1,000,000 Combined Single Limit
<b>Professional Liability</b> <ul style="list-style-type: none"> <li>If "Claims Made" coverage, must be maintained continuously for a minimum of two (2) years after contract termination</li> <li>Shall <b>not</b> contain restrictions for                             <ul style="list-style-type: none"> <li>Contractual liability</li> <li>Express warranties or guarantees</li> <li>Personal injury</li> </ul> </li> </ul>	\$1,000,000 Each Claim \$1,000,000 Annual Aggregate
<b>Pollution Liability (Occurrence Basis)</b> If work includes remediation of Hazardous Substances	\$1,000,000 Each Occurrence
<b>Umbrella / Excess Liability (Following Form)</b> <ul style="list-style-type: none"> <li>To extend over CGL, Auto</li> </ul>	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
<b>Workers' Compensation and Employer's Liability</b> 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) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee
(Proof of either Workers' Compensation Insurance or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law.	

2. The certificate face 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 insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

**County Of Tioga**

Attn: Law Department

56 Main Street, Owego, NY 13827

### *Part III Defense and Indemnification*

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

### *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 difference vendor.

