

RFP # WC – 2020-01

HEALTH RESEARCH, INC.

New York State Department of Health
Wadsworth Center/Division of Infectious Disease

Request for Proposals

*Statewide Courier Service of COVID-19 Specimens to
Wadsworth Center*

KEY DATES

| | |
|---------------------------------------|--|
| RFP Release Date: | October 9, 2020 |
| Letter of Interest (optional): | October 16, 2020 by 5:00pm EST |
| Questions Due: | October 23, 2020 by 5:00pm EST |
| RFP Q&A Posted: | October 30, 2020 |
| Proposals Due: | November 11, 2020 by 5:00pm EST |
| Awardees Notified: | December 2020 |

Contact Name & Address:

Christina Egan, PhD, Deputy Director
Division of Infectious Diseases
Wadsworth Center
New York State Department of Health
Email: COVIDCourierServices@health.ny.gov

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I. Introduction

The Wadsworth Center (WC) is New York State's public health laboratory and it serves a vital role in the New York State Department of Health's (NYSDOH) efforts to protect and promote the health of New Yorkers. The WC, whose mission is "Science in Pursuit of Health," occupies a unique niche as a premier biomedical institute that merges clinical and environmental testing with fundamental, applied and translational research. Today, WC scientists use both classical and contemporary approaches to study environmental and biological questions related to human health and disease. They develop, optimize and validate advanced methods to identify microbial or chemical threats; study drug resistance, emerging infections, and environmental exposures; manage the country's most comprehensive diagnostic and environmental testing laboratory permit program; oversee extramural research programs on stem cells, breast cancer and spinal cord injury; and train the next generation of scientists through undergraduate, graduate, postdoctoral and visiting scientist programs.

With these capacities, the WC has played an essential role in NYS's response to COVID-19. WC has maintained and supported a robust and multifaceted approach to maximize testing capacities internally and externally (hospitals, commercial laboratories, and other entities). Through this work, coupled with NYSDOH efforts to develop unprecedented sample collection programs, currently over 8% of the NYS population is tested (with diagnostic testing) each month. This sampling will continue throughout NYS and WC will continue to play a significant role in the analysis of COVID-19 samples. WC is testing on average between 750 to 1,000 COVID-19 diagnostic samples per day.

More information about the WC can be found at <http://www.wadsworth.org>.

Health Research, Inc. (HRI) is an independent, private, not-for-profit corporation qualified under sec. 501(c)(3) of the IRS Code. It is legally recognized by NYS as a "Research Institute" and a "State Affiliated Corporation" in State Finance Law (Section 53-a, State Finance Law).

HRI's primary purpose is to provide a vehicle through which scientists and public health professionals can successfully compete for extramural grants to supplement research and public health programs and response. Clients include NYSDOH, Roswell Park Cancer Institute, and related outside organizations, both public and private. The flexibility, speed and expertise provided by HRI are essential in attracting and securing this external grant funding in a highly competitive environment.

HRI's work aligns with the purposes and objectives of the NYSDOH and its associated institutions and agencies, engaged in health-related matters. HRI is an active partner with the ability to quickly execute contracts to assist its clients to carry out public health initiatives. The NYSDOH/HRI plan to enter into contractual agreements with the courier services. The contractual agreements will be jointly managed by Grants Administration (GA) and WC. More information can be found at <https://www.healthresearch.org/about-hri/missionvision-values/>.

Establishing the purpose of this RFP

The WC will continue to perform robust COVID-19 diagnostic testing as NYS re-opens and thereafter. The NYSDOH has received an award through the Centers for Disease Control and Prevention's (CDC) Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) cooperative agreement called the ELC Enhancing Detection supplement that will support continued sample collection and testing efforts as well as fund the contracts proposed in this RFP.

Specimens for COVID-19 testing are collected from individuals in nursing homes, adult care facilities,

outdoor clinics (drive-throughs), hospitals, correctional facilities, and congregate and other settings across NYS. Some of this sampling is performed by the NYSDOH, local health departments, facility operators, contract nurses, health care providers, and other entities. Sampling includes symptomatic individuals, vulnerable populations, individuals with contact to a suspected or known COVID-19 positive case, and asymptomatic individuals in the general public. As described above, WC currently analyzes on average 750 to 1,000 COVID-19 samples a day for diagnostic purposes. Additionally, the WC performs serology testing analyzing samples collected by the NYSDOH in multiple areas of the State. NYS will continue to perform additional serology sample collection efforts, based on need and how the pandemic evolves.

For samples analyzed by the WC, sample collection entities often rely on various transport systems including but not limited to the United States Postal Service (USPS), private/contract couriers, internal staff, and State and local health department staff for transporting specimens to WC. At times, these delivery systems/arrangements have resulted in delays to receipt of the specimens and the reporting of results. During the COVID-19 pandemic, the NYSDOH critical specimen transport system was activated and State and local law enforcement and other agencies were utilized to support the demand for rapid transport of specimens to the lab. This current model is not sustainable long-term and additional courier service support is needed across the State.

Project Scope

The goal of this RFP is to establish a dedicated courier system in each region of the State to maintain the necessary critical transport of specimens to WC. For the purposes of this RFP, the regions are consistent with the NYSDOH's Regional Office delineations and include the Western Region, Central Region, Capital Area, and Metropolitan Region. For a list of the counties included in each region, visit: https://www.health.ny.gov/facilities/cons/more_information/regional_offices.htm. An applicant may propose to cover more than one region. The courier service(s) will be selected to establish a transport system from a given region to the WC – **David Axelrod Institute located at 120 New Scotland Avenue, Albany, NY 12208**. The couriers will be reimbursed for their services (reimbursable costs include compensation for miles and number of specimens). The award will extend through November 2022 pending the continued availability of funds. A total of \$5 million is available to fund this courier system. Additional details related to payment are provided in the Project Narrative/ Work Plan Outcomes section below.

II. Who May Apply

Courier services that meet the minimum requirements below can apply. The service must work closely with the NYSDOH to ensure all expectations for transport are met. The contracted courier may use employee drivers and/or subcontractors. If a subcontractor is used, it is the contracted courier's responsibility to ensure their subcontractor meets all minimum requirements described in this RFP.

Minimum Eligibility Requirements

The contractor must provide/maintain:

- All labor, vehicles, equipment, and supervision.
- Ability to provide service 7 days a week, as needed, including business and non-business hours.
- Appropriately trained and certified staff. The specimen courier must be compliant and provide safe transport of Division 6.2 Infectious Substances, Biological Specimens. Personnel must have proof of training required under Title 49 Code of Federal Regulations (CFR) for the transportation of Dangerous Goods (US Department of Transportation (DOT) Pipeline and

Hazardous Materials Safety Administration (PHMSA) Hazardous Material Regulation CFR 49, 172.704). Trainings must be conducted by a knowledgeable individual in compliance with the US DOT and other healthcare governing agencies (such as the US Department of Health and Human Services and CDC). The contractor is responsible for maintaining records and ensuring drivers remain compliant and competent at all times and must be able to produce documentation of compliance at any time upon request. The contractor must provide or ensure these same training, certification, and recordkeeping provisions for subcontractors. The courier is responsible for transporting appropriately packaged specimens (Note: specimens for transport should be packed by the sample collection entity to Category B shipping standards and have adequate frozen ice packs or other temperature controls to ensure the specimens remain at proper temperature for 24 hours.)

- Vehicle dispatch communication equipment, spill clean-up kits, and vehicle transport containers.
- Control and security of specimens. Specimens should not be left unattended unless they are securely locked or protected.
- Proof of Insurance consistent with Attachment A.
- Documentation of possession and transport of the specimen must accompany the samples. The courier must document pickup time(s), location(s), name of the driver, drop-off time, and other pertinent details. A scanned, digital photo, or other record of this form should be retained by the courier and the original document(s) must remain with the samples. If the courier maintains an electronic tracking system capturing this information as described in the Preferred Eligibility Requirements, the electronic form may be provided to WC as an alternative.
- When picking up the samples and upon delivery of samples to WC or pickup of supplies, the contractor must wear a face covering at all times when in NYSDOH facilities.

It is the contractor's responsibility to ensure that the integrity of the samples is maintained throughout transit.

Preferred Eligibility Requirements

- NYS-based courier service. Additionally, if a courier is located within a particular region and this provides an advantage in terms of pickup time and cost, this should be captured in the proposal.
- An electronic tracking system for transport of specimens viewable by the sample collection entity and WC. Such systems may capture pickup time(s), location(s), name of the driver, drop-off time, number of packages/coolers, and transport status/location. This system can substitute hard copy documentation.
- Completion of a Defensive Driving Course for drivers transporting the specimens.
- Ground transport, with samples remaining within NYS at all times.

III. Project Narrative/ Work Plan Outcomes

The NYSDOH, through HRI, is seeking contracts with courier services in each region to provide pickup and delivery service for COVID-19 specimens. Courier services may propose alternate models for pickup and delivery that best meet the needs of the region and align with the business operations of the courier service. Pickup and delivery days and hours will vary and include weekends and evenings. In general, the pickup locations will be located at a NYSDOH Regional, District, or Field Office and include the locations below.

Western Region

Western Regional Office, 584 Delaware Ave, Buffalo 14202

Rochester Field Office, 335 E Main St, Rochester 14604-2127

Hornell District Office, 107 Broadway, Room 105, Hornell 14843-0430

Geneva District Office, 624 Pre-Emption Road, Geneva 14456-1334

Central Region

Central New York Regional Office, 217 South Salina St, Syracuse 13202

Watertown District Office, Dulles State Office Bldg, 317 Washington Street, Watertown 13601-3741

Capital Area

Glens Falls District Office, 77 Mohican Street, Glens Falls 12801-4429

Saranac Lake District Office, 41 St. Bernard Street, Saranac Lake 12983-1839

Metropolitan Region

Central Islip Field Office, Court House Corporate Center, 320 Carlton Avenue, Suite 500 - 5th Floor, Central Islip, NY 11722

New Rochelle Field Office, 145 Huguenot Street, 6th floor, New Rochelle, NY 10801-5291

***Note: The courier contractor may propose additional locations for pickup in their proposal and alternate models as mentioned above.**

The NYSDOH Office of Health Emergency Preparedness will coordinate with the sample collection entities, the applicable NYSDOH Regional, District, or Field Office, the courier contractor, and the WC and will serve as the communication liaison and point of contact. Pickup locations, pickup times, and number of packages or coolers to transport (with specimen counts) will be communicated to the contractor and WC. The NYSDOH Regional, District, or Field Offices will not store specimens overnight. During business hours, the respective NYSDOH office will provide temporary holding of the packages or coolers, where the courier may collect the contents for transport. In general, during non-business hours, pickup of specimens will be through direct handoff in the parking area or other from the sample collection entity. If there is evidence that the specimens are not packaged properly (compliant with Category B standards) or if the courier has concerns with the packages or coolers for transport, the courier contractor will notify the Office of Health Emergency Preparedness (critical specimen transport specimen coordinator).

Shipments will be characterized as high priority/emergency or priority. High priority/emergency specimen shipments must be delivered to WC within 8 hours of the scheduled pickup time. Depending on the proximity of the pickup site and the urgency of analysis, there may be requests for more expeditious delivery (< 8 hours). Priority shipments must be delivered within 16 hours of the scheduled pickup time of the samples by the courier services. The specimens to be transported will be for COVID-19 diagnostic testing or antibody/serology testing. On occasion, other

specimens/samples may be included if the courier is already transporting COVID-19 specimens to WC or in other limited circumstances; this shall not include Category A specimens or specimen/sample types that the courier is not trained to transport. Under such circumstances that a courier is requested to transport a non-COVID-19 specimen or sample, the NYSDOH will first seek clearance with the courier service in advance.

On occasion, as part of sample delivery, the contractor may be asked to pickup coolers, packing materials, and other supplies from WC and deliver them to a Regional, District, or Field Office as directed by WC or Office of Health Emergency Preparedness. This delivery would occur during regular business hours. This would be coordinated with the courier to coincide with sample deliveries to WC. This would allow specimen collection entities the opportunity to retrieve coolers and packing materials.

Performance will be measured based on:

- Damage to samples/specimens upon arrival to WC. While the contractor is not responsible for inadequate packing of the specimens or damage to packages or coolers upon initial pickup, other indicators may suggest issues during transport and will be evaluated
- Loss of specimens in transport
- Pickup and delivery delays. If delays result in loss of sample integrity, they will be subject to reimbursement reductions. This also captures failure to respond to transportation orders in a timely manner that results in delays
- Completeness of the transport documentation
- Accuracy and effectiveness of logistics and communication
- Completeness, accuracy, and timeliness of invoices and quarterly reports

The courier service proposals shall include a reimbursement structure/formula based on mileage, priority level of shipment, number of packages and size, and other variables or combination of variables. Reimbursement rates may vary depending on the region and the reimbursement structure/formula proposed. The performance of the contractor will impact the reimbursement rates as follows:

Performance Based Deductions

| Type: | Rate: |
|---|---|
| Loss of Specimens | Up to 100% reduction; dependent on the circumstances and extent of loss |
| Damage to Specimens | Up to 50% reduction; dependent on the circumstances and extent of damage |
| Delays in sample delivery that impact sample integrity | Up to 50% reduction; dependent on the circumstances and extend of damage/impact |
| Failure to pickup and/or deliver in specified timeframe | Up to 25% reduction |
| Failure to complete transportation documentation | Up to 10% reduction |

Other measures of performance that may impact reimbursement are completeness, accuracy, and timeliness of invoices and quarterly reports and the accuracy of communications and logistics that may impact the delivery of specimens.

IV. Administrative Requirements

A. Issuing Agency

This RFP is issued by the NYSDOH WC, Division of Infectious Disease and Health Research, Inc. (HRI) with funding provided by the Center for Disease Control and Prevention. NYSDOH/HRI are responsible for the requirements specified herein and for the evaluation of all proposals.

B. Question and Answer Phase:

All questions must be submitted in writing to the following email by October 23, 2020 at 5:00 PM:

COVIDCourierServices@health.ny.gov

To the degree possible, each inquiry should cite the RFP section and paragraph to which it refers. The subject line of the email should include the following: RFP name, RFP number, Questions.

Questions of a technical nature can be addressed in writing or via telephone by calling 518-474-4177. **Questions are of a technical nature if they are limited to how to prepare your proposal (e.g., formatting) rather than relating to the substance of the proposal.**

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of a proposal.

This RFP has been posted on HRI's public website at: <http://www.healthresearch.org/funding-opportunities>. Questions and answers, as well as any updates and/or modifications, will also be posted on HRI's website. All such updates will be posted by the date identified on the cover sheet of this RFP.

If prospective bidders would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest to **COVIDCourierServices@health.ny.gov**. Prospective bidders may also use the letter of interest to request actual (hard copy) documents containing updated information.

Submission of a letter of interest is not a requirement for submitting a proposal.

C. Bidders Conference

A Bidders Conference will not be held for this project.

D. How to file a proposal

Proposals must be **received** at the following email address by 5:00 PM on November 11, 2020: **COVIDCourierServices@health.ny.gov**. Late proposals will not be accepted.

The email with the proposed package as an attachment should be clearly labeled in the subject line with the name and number of the RFP as listed on the cover of the RFP document. Documents should be signed, as applicable.

*It is the bidder's responsibility to see that proposals are delivered to the address above prior to the date and time specified above.

E. THE DEPARTMENT OF HEALTH & HRI RESERVE THE RIGHT TO

1. Reject any or all proposals received in response to this RFP.
2. Withdraw the RFP at any time, at HRI's sole discretion.
3. Make an award under the RFP in whole or in part.
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
5. Seek clarifications and revisions of proposals.
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
7. Prior to application opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to proposal opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFP.
12. Conduct contract negotiations with the next responsible bidder, should HRI be unsuccessful in negotiating with the selected bidder.
13. Utilize any and all ideas submitted with the proposals received.
14. Unless otherwise specified in the RFP, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in proposals received after prior notification to the bidder.

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the RFP.
17. Negotiate with successful bidders within the scope of the RFP in the best interests of HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all bidders.
19. Award contracts based on geographic or regional considerations to serve the best interests of HRI.

F. Term of Contract

Any contract resulting from this RFP will be effective only upon approval by HRI.

It is expected that contracts resulting from this RFP will have the following time period: 24 months pending the availability of funds. Renewals may be possible dependent on availability of continued funding.

G. Payment & Reporting Requirements

1. The contractor shall submit *QUARTERLY* invoices and required reports of expenditures to:

COVIDCourierServices@health.ny.gov

2. Once the contract period begins, it is expected the awardees will maintain close communication via conference calls as needed. The contractor shall submit the following periodic reports:

Quarterly reports containing the following summary details:

- Total number of trips to WC
- Pickup locations utilized with location and total number of pickup events at each
- Percentage of high priority/emergency and priority shipments
- Percentage of on time pickups (for delays, provide high level description of the reason for the delay and any mitigation plans instituted, if appropriate, to eliminate future delays)
- Percentage of on time delivery to WC (on time as defined in the contract or at minimum consistent with high priority/emergency and priority timeframes described in this RFP) (for delays, provide high level description of the reason for the delay and any mitigation plans instituted, if appropriate, to eliminate future delays)
- Brief description of any loss of specimens, damage to specimens, loss of specimen integrity due to delivery delays, and/or failure to complete paperwork. In addition, describe any plans for resolution

All payment and reporting requirements will be detailed in Exhibit C of the final contract.

H. General Specifications

1. By signing the "Proposal Form" each bidder attests to its express authority to sign on behalf of the bidder.
2. Contractor will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of a proposal indicates the bidder's acceptance of all conditions and terms contained in this RFP, including the terms and conditions of the contract. Any exceptions allowed by HRI during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the proposal.
4. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Bidder shall be at all times subject to the direction and control of HRI as to all matters arising in connection with or relating to the contract resulting from this RFP.
 - b. In the event that the Bidder, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFP, HRI shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Bidder.
6. Bidder must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

I. HRI General Terms & Conditions

The following will be incorporated as Attachment A into any contract(s) resulting from this Request for Proposal.

Attachment A General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.
2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work in accordance with cost principles of the Department

of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be necessary, cost-effective and consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

- d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

1. Administrative, Financial and Audit Regulations –

- a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

| Contractor Type | Administrative Requirements | Cost Principles | Audit Requirements Federally Funded Only |
|-----------------------------------|------------------------------------|------------------------|---|
| College or University | Uniform Guidance | Uniform Guidance | Uniform Guidance |
| Not-for-Profit | Uniform Guidance | Uniform Guidance | Uniform Guidance |
| State, Local Gov. or Indian Tribe | Uniform Guidance | Uniform Guidance | Uniform Guidance |
| For-Profit | 45 CFR Part 74 | 48 CFR Part 31.2 | Uniform Guidance |
| Hospitals | 2 CFR Part 215 | 45 CFR Part 74 | Uniform Guidance |

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional

materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.
- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this

Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.
- e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative

action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which

will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

V. Completing the Proposal

A. Proposal Content

1. Cover Page (2 points)

The cover page should include the title of the proposal, the name, mailing address and telephone number of the company or organization, and the technical and administrative/business contacts (name, address, phone, and e-mail address).

2. Organization Structure, Resources, and Equipment (15 points)

Summarize the applicant organization, its mission and services. Describe experience providing courier services. Additionally, provide the same information requested herein for any proposed subcontractor organizations.

3. Program Activities (53 points)

Describe how the activities outlined in the Project Narrative/Work Plan Outcomes section will be performed and other applicable implementation details (18 points). Describe the organizational structure, supervision, and role of subcontractors if applicable (5 points). Provide details describing how the minimum qualifications are/will be met (including but not limited to training/certification of staff, equipment and insurance, and other) (15 points). Describe how the measures of performance will be achieved (15 points).

5. Budget/Cost Sheet (30 points)

Indicate the reimbursement structure/formula and any additional expenses. Acknowledge Performance Based Deductions as described in Section III Project Narrative/Work Plan Outcomes. Once a contract is developed, quarterly payments to the contractor will be based on deliverables determined, by agreement, within the contract format.

B. Proposal Format

ALL PROPOSALS MUST CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM PROPOSALS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Proposals MUST NOT exceed 10 single spaced typed pages (not including the cover page, budget and attachments), using a normal font. The value assigned to each section is an indication of the relative weight that will be given when scoring your proposal.

| | | |
|------------------------|-------------------|----------------------------|
| 1. Cover Page | (1 page) | (Maximum Score: 2 points) |
| 2. Bidder Organization | (2 pages or less) | (Maximum Score: 15 points) |
| 3. Program Activities | (8 pages or less) | (Maximum Score: 53 points) |
| 4. Budget | (2 pages or less) | (Maximum Score: 30 points) |

C. Review Process

Proposals meeting the guidelines set forth above will be reviewed and evaluated competitively by HRI and the NYSDOH WC. The results of the scoring and reviewers' comments will be made available to the applicant at the time of the announcement of the successful applicant(s).

In the event of a tie score, the winner will be selected based on the contractor that is NYS based and/or shows an advantage based on their courier service facility location, capacity, and other variable that facilitates more timely pickup and delivery services.

All proposals will be reviewed and scored in accordance with the provisions described above. Proposals must demonstrate how the minimum eligibility requirements are or will be achieved. Courier services not meeting the minimum requirements will be removed from consideration or points will be deducted. Proposals failing to follow the prescribed format per Section B may be removed from consideration or points may be deducted. The methods, quality, and completeness of the proposal describing how these minimum eligible requirements are or will be achieved will be scored. Further, proposals will be scored based on the cost of services, such that lower cost proposals (offering comparable services) will receive higher points. Additionally, courier services that can demonstrate adherence to one or more preferred qualifications will receive additional points.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above.

VI. Attachments

- Attachment 1: Letter of Interest Format*
- Attachment 2: Proposal Coversheet*
- Attachment 3: Minimum Components of Quarterly Report (checklist)*