RFP Number WC-2024-01

HEALTH RESEARCH, INC.

New York State Department of Health

Wadsworth Center/Division of Infectious Disease

Request for Proposals

Statewide Courier Service of COVID-19 and Infectious Disease Specimens to Wadsworth Center

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KEY DATES

RFP Release Date:	**October 28, 2024**
Letter of Interest (optional):	**December 2, 2024 by 5:00 pm EST**
Questions Due:	**December 9, 2024 by 5:00 pm EST**
RFP Q&A Posted:	**December 16, 2024**
Proposals Due:	**~~January 15, 2025~~February 18, 2025**
Awardees Notified:	**~~February 15, 2025~~March 14, 2025**
Contact Name & Address:	***Christina Egan*** ***Christina.egan@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 approaches. 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, at one point in 2020, over 8% of the NYS population was tested (with diagnostic testing) each month. In addition, testing for wastewater analysis of SARS CoV-2 was established and continues throughout NYS and WC will continue to play a significant role in the analysis of COVID-19 samples.

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 continues to perform robust COVID-19 diagnostic testing as well as testing for other infectious diseases including those that had a resurgence during the COVID-19 pandemic. 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 patients that are requesting health services in many different facilities including nursing homes, adult care facilities, outdoor clinics (drive-throughs), hospitals, correctional facilities, and congregate and other settings across NYS. 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 that can provide transport of specimens and samples within all regions of New York 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(s) to the WC – **David Axelrod Institute located at 120 New Scotland Avenue, Albany, NY 12208**. The primary sites for pick-up of specimens for delivery to Wadsworth Center will be hospitals within the regions listed above. There may be additional sites that are scheduled for samples transport to Wadsworth Center. After selection, the Wadsworth Center will work with the selected vendor to set-up routes in each of the regions. The routes may be daily or up to 5 times per week (Monday-Friday) and potentially Saturday and Sunday for special requests. There is also the need for transport of STAT specimens that need to be transported urgently to Wadsworth Center for testing. 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. The couriers will be reimbursed for their services (reimbursable costs include compensation for miles). The award will extend through July 2026 pending the continued availability of funds. A total of $3 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.
- Ability to complete transport of specimens within the timelines specified for both priority levels:

    - Routine Priority: pickups throughout the day must be transported to the Wadsworth Center before 6:00 AM the following day.
    - High Priority/Emergency (STAT): prioritized pickup and immediate delivery to the Wadsworth Center (no stops at other locations) within 8 hours of the scheduled pickup time.
- Appropriately trained staff. 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. Specimens should not be left for an extended time in transport vehicles without proper temperature control. Specimens should not be placed in direct sunlight for extended periods of time.
- Proof of Insurance.
- 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.

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. This system should include the ability for Wadsworth Center to determine if specimens have been picked up and if a specimen transport has been ordered by facilities. 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 and other specimens that may contain infectious agents. 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 hospital facilities within NYSDOH Regions as described in the Project Scope. There may be the occasion for an additional pick-up site for high priority critical specimens.

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

The contractor will coordinate with the sample collection entities 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 WC. If the specimens are not packaged properly (compliant with Category B standards as required by the United States Department of Transportation) or if the courier has concerns with the packages or coolers for transport, the courier contractor will notify the Wadsworth Center (critical specimen transport specimen coordinator).

Shipments will be characterized as routine or high priority/emergency. 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 STAT specimens (< 8 hours). These STAT specimens would require immediate direct delivery to Wadsworth Center with no other stops at other locations. Routine pick-ups may occur throughout the business day and need to be transported to the Wadsworth Center before 6:00 AM the following day. The specimens to be transported will be for COVID-19 and other infectious disease diagnostic testing.

On occasion, as part of sample delivery, the contractor may be asked to pick up coolers, packing materials, and other supplies from WC and deliver them to a particular facility. 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:

- Completeness of the transport documentation
- Accuracy and effectiveness of logistics and communication
- Completeness, accuracy, and timeliness of invoices and quarterly reports
- 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 delay

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 extent 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 Wadsworth Center, Division of Infectious Diseases 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 December 9, 2024 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. Written questions will be accepted until the date posted on the cover of this RFP.

Questions of a technical nature can be addressed in writing or via telephone by calling < *Christina Egan 518-473-6900*>. **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 **submitted to COVIDCourierServices@health.ny.gov by 5:00 PM on January 15, 2025**. 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 received 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 NYSDOH WC and 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. Continued funding is based on satisfactory performance and availability of funds.

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 quarterly reports: See **Attachment #3 Quarterly Report Minimum Elements**

Reports shall be submitted quarterly and contain the following summary details:

- Total number of trips to WC
- Pickup locations utilized with location and total number of pickup events
- Percentage of High Priority/Emergency and Routine 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 Routine 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 A 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 Boilerplate

THIS AGREEMENT, made as of «Start_Date» (the “Effective Date”), by and between **HEALTH RESEARCH, INC.**, a not for profit corporation organized and existing under the laws of the State of New York, with principal offices located at

Riverview Center, 150 Broadway, Ste. 280, Menands, NY 12204-2893, hereinafter referred to as **HRI**, and **«CONSULTANT_NAME»**, located at «Address_One», «Address_Two»«City», «STATE», «Zip», herein after referred to as the **CONSULTANT**.

WITNESSETH

WHEREAS, HRI has been awarded a grant from Centers for Disease Control and Prevention for the conduct of a project entitled "«Project_Title»"; and,

WHEREAS, funding for the project, in whole or in part, is provided under a federal government grant or contract; and,

WHEREAS, HRI desires the Consultant's performance of certain services for HRI in connection with such project; and,

WHEREAS, Consultant has represented to HRI that "he/she/it" is competent, willing and able to perform such services for HRI.

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

1. Consultant agrees to perform, as an independent contractor and not as an employee or agent of HRI, all the services set forth in Exhibit "A", appended hereto and made a part hereof, to the satisfaction of HRI's Principal Investigator, «PI_Name».

2. The Agreement shall be effective and allowable costs may be incurred by the Consultant from the Effective Date and shall continue until «End_Date» (the “Term”) unless terminated sooner as hereinafter provided or extended by written agreement of the parties.

3. In full and complete consideration of Consultant's performance hereunder, HRI agrees to compensate Consultant pursuant to the breakdown in Exhibit "A" attached. Final invoices are due within 60 days of the termination date of this Agreement. Requests received after this 60-day period may not be honored. Any reimbursement payable hereunder by HRI to the Consultant shall be subject to retroactive reductions and/or repayment for amounts included therein which are identified by HRI, on the basis of any review or audit, to not constitute an allowable cost or charge hereunder.

4. The Scope of Work and Budget in Exhibit "A" may be modified as conditions warrant by mutual agreement between HRI and Consultant, and confirmed in writing. In no event shall the total consideration under this Agreement exceed «Total Contract Amount Typed Out» Dollars ($«Total_Contract_Amt_In_Numbers»).

5. Consultant acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials, (collectively “Works”) made, produced or delivered by Consultant in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire". Consultant 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. Consultant further agrees that "he/she/it" shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by Consultant in the performance of its obligation hereunder. Consultant warrants that all Works shall be original except for such portion from copyrighted works as may be included with Consultant’s advance permission of the copyright owner(s) thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark or patent, statutory or other proprietary rights of others. Consultant further agrees that "he/she/it" will not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of HRI.

6. Neither party shall use the name of the other or any adaptation, abbreviation or derivative of any of them, whether oral or written, without the prior written permission of the other party. For the purposes of this paragraph "party" on the part of HRI shall include the State of New York and the NYS Department of Health.

7. It is understood and agreed that the services to be rendered by Consultant are unique and that Consultant shall not assign, transfer, subcontract or otherwise dispose of its rights or duties hereunder, in whole or in part, to any other person, firm or corporation, without the advance written consent of HRI.

8. The nature of the relationship which the Consultant shall have to HRI pursuant to this Agreement shall be that of an independent contractor. Under no circumstance shall the Consultant be considered an employee or agent of HRI. This Agreement shall not be construed to contain any authority, either expressed or implied, enabling the Consultant to incur any expense or perform any act on behalf of HRI.

9. Consultant is solely responsible for complying with all applicable laws, including but not limited to those specified in Appendix “A”, and obtaining, at Consultant’s sole expense, any and all licenses, permits, or authorizations necessary to perform services hereunder.

10. This Agreement shall be void and no force and effect unless Consultant shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of Workers’ Compensation Law.

11. Unless otherwise agreed by HRI, Consultant shall maintain, or cause to be maintained, during the Term of this Agreement, insurance or self-insurance equivalents of the following types and amounts: a) Commercial General Liability (CGL) with limits of insurance of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate: b) HRI and the People of the State of New York shall be included as Additional Insureds on the Consultant’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 Consultant. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds; c) other such insurance as may be specified by HRI, depending on the project and services provided by Consultant.

12. Consultant 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 the balance of the calendar year in which they are created and for six years thereafter. HRI shall have reasonable access to such Records as necessary for the purposes of inspection, audit, and copying. Records shall be maintained as Confidential Information and protected from public disclosure.

13. This Agreement, including all applicable attachments and appendices thereto, represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except in writing, duly executed by both parties hereto.

14. HRI may terminate this Agreement with or without cause at any time by giving advance notice, when, in its sole discretion, HRI determines that it is in the best interests of HRI to do so, or as directed by the project sponsor. Such termination shall not affect any commitments which, in the judgment of HRI, have become legally binding prior to the effective date of termination. Upon termination of the Agreement by either party for any reason, Consultant 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. It is understood and agreed, however, that in the event that Consultant is in default upon any of its obligations, hereunder, at the time of such termination, such right of termination on the part of HRI shall expressly be in addition to any other rights or remedies which HRI may have against Consultant by reason of such default.

15. Consultant acknowledges and agrees that, during the course of performing services for HRI, it may receive information of a confidential nature, whether marked or unmarked (“Confidential Information”). Consultant agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Consultant will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Consultant will not disclose Confidential Information to any third party without HRI’s advance written consent.

16. Consultant 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 Consultant 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.

17. Consultant shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Consultant’s duties under this Agreement. In the event any actual or potential conflict arises, Consultant agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Consultant’s performance under this Agreement.

18. To the fullest extent permitted by law, Consultant 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 Consultant, or anyone directly or indirectly employed or contracted by Consultant, 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 Consultant; (v) result in intellectual property infringement or misappropriation by Consultant, 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 Consultant 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 Consultant.

19. Should any provision of this Agreement be proven to be invalid or legally ineffective, the overall validity of this Agreement shall not be affected. Unless the parties agree on an amended provision, the invalid provision shall be deemed to be replaced by a valid provision accomplishing as far as possible the purpose and intent of the parties at the date of the Agreement.

20. The failure of HRI to assert a right hereunder or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right of HRI, or other rights of HRI under the Agreement, or excuse a subsequent failure to perform any such term or condition by Consultant.

21. This Agreement shall be governed and construed in accordance with the laws of the State of New York. The jurisdictional venue for any legal proceedings involving this Agreement shall be in the State of New York. Disputes involving this Agreement may not be submitted to binding arbitration.

22. In addition to the methods of process allowed by the State Civil Practice Law & Rules (CPLR), in any litigation arising under or with respect to this Agreement, Consultant hereby consents to the service of process upon it by registered or certified mail, return receipt requested, and will promptly notify HRI in writing in the event there is any change of address to which service of process can be made.

23. 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.

24. Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof, including the provisions required for federally funded projects, if applicable.

HEALTH RESEARCH, INC.
APPENDIX A to AGREEMENT WITH ENTITY

The parties to the attached Agreement further agree to be bound by the following terms, which are hereby made a part ofsaid Agreement:

1. During the performance of the Agreement, the Consultant agrees as follows:

   (a) Equal Opportunity, Non-Discrimination, and Notice of Labor Rights - Consultant 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 or civil rights provisions, including but not limited to the American Disabilities Act, that Consultant 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 state and federal law. Furthermore, Consultant agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, genderidentity, 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. Consultant is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Consultant is subject to fines of $50.00 per person per day forany violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation. **Consultant shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.**

(b) EEO Reporting - If Consultant is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Contractor Veterans' Employment Report VETS-4212, Consultant certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

(c) System for Award Management (SAM) - Consultant is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. Consultant must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

2. Assurances Required by DHHS--HHS (Where Applicable)

(a) Human Subjects, Derived Materials or Data
The Consultant and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Consultant is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Consultant. The Consultant and HRI agree to complete an HHS 596 form on anannual basis.

(b) Laboratory Animals
The Consultant agrees to abide by HHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Consultant must assure HHS, in writing that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled "Principles for Use of Animals "and" Guide for the Care and Use of Laboratory Animals."

(c) Recombinant DNA
The Consultant agrees to abide by the current HHS Guidelines for Research involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Consultant must establish and implement policies that provide for the safe conduct of the research in full conformity with the Guidelines. This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by theConsultant and to approve those projects that are in conformity with the Guidelines. For each approved project, avalid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate HHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(d) Promoting Objectivity in Research
Neither Consultant nor anyone working on its behalf shall have any 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 Consultant'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, Consultant agrees (i) to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict, and, (ii) if required, eliminate the conflict or put in place an acceptable conflict management plan. Consultant agrees to comply with the DHHS/HHS regulatory requirements on Responsibility ofApplicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Part 50 Subpart F, as may be amended from time to time. Failure to disclose conflicts or provide information related thereto to HRI may be cause for termination of the Agreement.

(e) Additional Assurances
Should any additional DHHS-HHS regulations be promulgated that are applicable to this Agreement, the Consultant and HRI will review and agree to include them as part of this Agreement.

(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.

The following provisions 3-6 are applicable to federally funded projects:

3. Clean Air Act and the Federal Water Pollution Control Act Compliance - If this Agreement is in excess of $150,000, Consultant agrees to comply and to require that all subcontractors comply, 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).

4. Notice as Required Under Public Law 103-333 - The Consultant is hereby notified of the following statement made bythe 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 fundsmade available in this Act should be American-made.

5. Required Federal Certifications - Acceptance of this Agreement by Consultant constitutes certification by the Consultant of all of the following:

(a) The Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) The Consultant is not delinquent on any Federal debt.

(c) The Consultant will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) requiring for Agreements of $100,000 or more, that Consultant (i) 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, and (ii) will 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 Consultant 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 ormaintained with such federal funds.

(e) The Consultant has established administrative policies regarding Scientific Misconduct as required by the FinalRule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.

(f) The Consultant maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 asimplemented 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 Consultant is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

6. Whistleblower Policy - Congress has enacted whistleblower protection statue 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts. Thisprogram requires all grantees, sub-grantees 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 subcontractoror sub-grantee.

   The statue (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or sub-grantee] may notbe 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 sub-grantee who has the responsibility to investigate, discover or address misconduct.

   The Consultant 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 Consultant agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

7. The following pertains only to Consultants 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.

V. Completing the Proposal

A. Proposal Content

1. Cover Page (2 points)

The cover page should include the title of the proposal, company or organization name, mailing address, federal ID number, Unique Entity Identification number (UEI) 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 timelier 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 (or explain how).

VI. Attachments

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

Sample

Letter of Interest
or
Letter to Receive RFP Updates and Modifications

Who/Title; *TBD prior to release*
Wadsworth Center
NYS Department of Health
David Axelrod Institute, 120 New Scotland Avenue
Albany, NY 12208

Re: RFP #
RFP Title

Dear _____:

This letter is to indicate our interest in the above Request for Proposals (RFP) and to request: *(please check one)*

- ☐ That our organization is notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFP are posted on HRI's website: http://www.healthresearch.org/funding-opportunities/.

  E-mail address: _____

- ☐ That our organization is unable or prefers not to use HRI's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFP be mailed to the address below:

  _____
  _____
  _____

Sincerely,

Sample

Proposal Cover Page

Title of the proposal

Name of company (Courier Service)
Mailing address
Federal ID number of the company
UEI number of the company
Telephone number of the company

Technical and Administrative/Business contacts:
Name(s)
Address(es)
Telephone number(s)
E-mail address(es)

Attachment 3

Quarterly Report Minimum Elements *(Checklist)*

Reports shall be submitted quarterly and contain the following summary details:

- ☐ Total number of trips to WC
- ☐ Pickup locations utilized with location and total number of pickups at each
- ☐ Percentage of Routine and High Priority shipments
- ☐ Percentage of on time pickups
    - For delays, describe 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 Wadsworth Center (on time as defined in the contract or at minimum consistent with High Priority/Emergency timeframes provided in the 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, if such incident occurred, and any corrective measures instituted.
- ☐ Brief description of damage to specimens, if such incident occurred, and any corrective measures instituted.
- ☐ Brief description of loss of specimen integrity due to delivery delays, if such incident occurred, and any corrective measures instituted.

Brief description of failure to complete paperwork, if such incident occurred, and any corrective measures instituted.