

Richmond University Medical Center

Control Number: GM-3922-001

**REQUEST FOR PROPOSALS
TO PROVIDE COMPREHENSIVE DIASASTER
RESPONSE, RECOVERY AND FEMA GRANT
MANAGEMENT SERVICES**

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1. SECTION I — BACKGROUND/PURPOSE OF THE RFP

A. Richmond University Medical Center (RUMC), an affiliate of The Mount Sinai Hospital and the Icahn School of Medicine, is a 470+ bed healthcare facility and teaching institution in the areas of acute, medical and surgical care, including emergency care, surgery, minimally invasive laparoscopic and robotic surgery, gastroenterology, cardiology, pediatrics, podiatry, chronology, urology, oncology, orthopedics, neonatal intensive care and maternal health. The Medical Center earned The Joint Commission’s Gold Seal of Approval® for quality and patient safety.

RUMC is a Level I Trauma Center and designated stroke center, receiving top national recognition from the American Heart Association/American Stroke Association. The state-of-the-art cardiac catheterization lab has PCI capabilities for elective and emergent procedures in angioplasty. RUMC maintains a wound care/hyperbaric center and a sleep disorder center on site at its main campus. The center also offers behavioral health services, encompassing both inpatient and outpatient services for children, adolescents and adults, including emergent inpatient and mobile outreach units. RUMC is the only Staten Island healthcare facility that offers inpatient psychiatric services for adolescents. With over 2,500 employees, RUMC is one of the largest employers on Staten Island. For more detailed information please see the RUMC website, www.rumcsi.org.

B. RUMC is seeking the services of expert consultants in disaster management, planning, education, financial services, and FEMA grant management services related to hospital system disaster recovery and hazard mitigation from major storm and flood events as well as other disaster perils; and assistance with the processes involved in applying for and submitting claims, receiving and managing Public Assistance and Hazard Mitigation (406) grant funding from the Federal Emergency Management Agency (FEMA); in addition to other grant funding opportunities such as the Hazard Mitigation Grant Program (including 404 hazard mitigation grants) and NYS Social Services Block Grants (SSBG). Additionally, this emergency engagement covered assistance in creating project worksheets and hazard mitigation proposals, establishing financial oversight, procurement, and auditing procedures to ensure compliance with FEMA policies and Federal regulations and procedures

RUMC is seeking Proposals for disaster recovery and consulting services in each of the below designated areas relating to disasters that have previously occurred (“Legacy Disaster”) or may occur in the future (“Future Disaster”) and in connection with a designated federal grant program, which shall include the Federal Emergency Management Agency’s Public Assistance Program (FEMA-PA) and the Hazard Mitigation Grant Program (FEMA-HMGP).

- i. Future Disasters: FEMA-PA
- ii. Future Disasters: FEMA-HMGP
- iii. Legacy Disasters: FEMA-PA
- iv. Legacy Disasters: FEMA-HMGP

Additional services will include technical and professional services to assist RUMC with satisfying the requirements for Federal, State, and/or Local Grant Program(s) including the federal grant

programs stated above and any State Programs applicable to disaster recovery in connection with a Disaster

- C.** Proposers must meet the following minimum qualifications: 1) Firms must have a minimum of FIVE (5) YEARS of disaster recovery and grants management experience and THREE (3) YEARS of healthcare facility professional experience; 2) Evidence for helping hospitals and healthcare systems ensure their financial and grant processes are compliant with the requirements to receive reimbursement from FEMA, other Federal agencies (E.g., HUD), and the NYS Department of Homeland Security and Emergency Services (NYS DHSES). Experience in New York State and the New York City Metropolitan Area will be viewed favorably in the evaluation process.
- D.** RUMC is embarking upon a competitive process to obtain a firm to provide on-going planning, oversight, application processing, and grant management support for the completion of emergency protective measures, permanent work, and hazard mitigation resulting from disasters; including reviewing strategic plans, project scopes, applications, and internal controls and processes for procurement, invoicing and claiming, and developing benefit cost analyses. These services will be used for the current Hurricane Ida and Sandy claims and for future presidentially-declared emergencies or major disasters. The firm or firms selected will be on call to assist RUMC in dealing with Federally-declared emergencies and disasters during the term of the contract.
- E.** RUMC is seeking to enter into an agreement for a period of three (3) years, with up to two (2) one-year (1 yr) extensions at the option of RUMC, with a vendor demonstrating expertise and extensive experience in disaster recovery, hazard mitigation, and grant development and management for hospitals and healthcare organizations. The vendor must be capable of meeting RUMC's requirements as outlined in the Scope of Services/Scope of Work. The ultimate decision for selecting a firm shall be made by the Evaluation Committee using criteria included in this RFP to determine the ability of the firm to provide the services requested.
- F.** All technical questions should be submitted in writing. Proposals must be received at the address listed no later than the date and time listed below. No late or unsealed proposals will be accepted.

Any questions regarding this RFP should be addressed to:

Joseph Earl
Assistant Vice President, Facilities
Richmond University Medical Center
355 Bard Avenue
Staten Island, NY 10310
Phone: (718) 818-1905
Fax: (718) 447-5913
[Email: jearl@rumcsi.org](mailto:jearl@rumcsi.org)

2. **SECTION II - RFP TIMETABLE**

<u>Release Date for Request for Proposal:</u>	Monday, March 14, 2022
<u>Non-Mandatory Proposers Conference:</u>	Monday, March 21, 2022 Richmond University Medical Center Facilities Conference Room 355 Bard Avenue Staten Island, NY 10310 10AM to 12 Noon
<u>Questions from Proposers Due Date:</u>	Monday, March 28, 2022 - 12 PM
<u>Proposal Due Date:</u>	Monday, April 4, 2022 - 12 PM
<u>Notification of Intent to Award (estimated):</u>	April 2022
<u>Contract Start Date (estimated):</u>	May 2022
<u>Contract End Date (estimated):</u>	June 2024

Evaluation:

There shall be an Evaluation Committee that shall select a firm based on criteria included in this RFP.

Contact Person:

Any questions regarding this RFP should be addressed to:

Joseph Earl
Assistant Vice President, Facilities
Richmond University Medical Center
355 Bard Avenue
Staten Island, NY 10310
Phone: (718) 818-1905
Fax: (718) 447-5913
[Email: jearl@rumcsi.org](mailto:jearl@rumcsi.org)

All substantive questions must be received in writing via e-mail prior to Monday, March 28, 2022 12pm. Proposals must be submitted in accordance with the requirements of this RFP by Monday, April 4, 2022 12pm. Late proposals shall not be accepted.

3. SECTION III - SCOPE OF SERVICES/SCOPE OF WORK

The scope of work under this solicitation includes, but is not limited to, the following:

A. General Program Management of the processes related to all response and recovery efforts such as conducting research, providing expert advice, developing and reviewing Project Worksheets (PW), assisting with project applications and project eligibility identification as applicable.

B. Public Grant Administration services that includes: strategic planning, cash flow management, financial analysis, developing and filing reports, data management.

C. Current Project(s) includes, but is not limited to, the following:

- i. Wind Resiliency
- ii. Hurricane Ida – Recovery and Mitigation
- iii. Hurricane Sandy – Recovery and Mitigation
- iv. Water Mitigation

D. Scope of Work

Specific services that may be requested include but are not limited to:

1. General program management of the disaster assistance program processes related to all response and recovery efforts (i.e. State assistance, FEMA Public Assistance, hazard mitigation, Hazard Mitigation Grant Program), and other disaster cost recovery programs.
2. Providing expert advice to RUMC on all aspects of the disaster recovery process.
3. Providing consultants, experts and specialists that will assist RUMC with all response, recovery and administrative tasks.
4. Conducting research and providing briefings to RUMC leadership on the extent and limitations of the State and Federal disaster recovery programs
5. Ensuring RUMC is compliant with all State and Federal regulations, rules, and policies related to disaster response, recovery, and program administration applicable Code of Federal Regulations and any other relevant regulations.
6. Training and development of RUMC personnel in all aspects of the tasks listed above and other as requested by RUMC leadership necessary for the purpose of self-reliance and efficiency.

RUMC may also request assistance with compliance with FEMA-PA and FEMA-HMGP which include tasks that include but are not limited to:

1. Providing technical assistance as requested. Technical assistance may involve but will not be limited to engineering and architectural support.
2. Reviewing all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
3. Evaluating and assisting in the formulation of FEMA-PA Emergency and Permanent Work Project Worksheets, requiring expertise in Cost Estimating, developing Detail Damage Descriptions and Dimensions (“DDD”) and a project’s Scope of Work (“SOW”)
4. Assisting in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.

5. Preparing hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
6. Assisting in the development of hazard mitigation proposals.
7. Evaluating alternate and/or improved projects.
8. Assisting RUMC to ensure that disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State and/or other agencies.
9. Preparing conceptual repair/mitigation estimates that may assist with FEMA funding obligation. Such estimates may include the cost to implement an exact replacement, repair versus replace comparisons, etc.
10. Ensuring that contractors' invoices comply with applicable contractual requirements and that all costs are eligible for the disaster grant funding are documented and are claimed.

RUMC may also request assistance with compliance of State and Federal disaster cost recovery programs and all other potential disaster sources which includes tasks that include but are not limited to the following:

1. Providing recommendations and troubleshooting on disaster cost recovery program issues and policy interpretation.
2. Assistance with preplanning and preparedness activities, damage assessments, cost estimating, processing of project applications, and project eligibility identification.
3. Support with insurance management issues such as reviewing insurance policies, creating short/long term recommendations regarding future handling of the insurance recovery process, meeting with insurance company representatives as needed, negotiating a favorable settlement in coordination with RUMC leadership.

RUMC may also request disaster cost recovery grant administration services, which includes but are not limited to:

1. Strategic planning for maximizing reimbursements
2. Long-term project and grant management
3. Pre- and post-disaster financial documentation including cash flow management and cost benefit analysis
4. Identification of alternative sources of funding
5. Assistance during the audit process
6. Support during the appeal process
7. Management and support during the grant closeout process

E. Prior to commencing the services, the Director, or the designee, will issue a task order describing the services and deliverable required. The Proposer shall provide a written proposal, including all information required on the task order. The task order will generally require the level of effort, the staff that will be assigned the project, the timeline for completion, and a breakdown of the price/estimate for the services rendered.

F. The Proposer shall be responsible for providing all labor, services, materials and supervision necessary to perform the following basic and special services covered under each task order. All services shall be performed in accordance with the terms and conditions set forth in the contract. Any special circumstances associated with the scope of services for a particular task order must be identified in the proposal.

1. Invoiced/billed costs are to be tied to a specific Project Worksheet
2. All invoices/billing statement must be accompanied by detailed project by project breakdown of service costs. The breakdown shall be specific and include applicable data, such as address of sites, detailed description of work, etc.
3. Invoices/billing statement must be prompt, i.e. billed within a month of the cost incurred, unless agreed to by RUMC Finance.
4. Invoices/billing statements must be based on approved period estimates prior to commencement of work, unless otherwise agreed to by Finance or specific Department task orders.

G. The Proposer shall have relevant experience and qualifications to provide professional and consulting services, grant program compliance, and performance of reviews and special projects as per any work plans developed by the Director.

H. The Proposer must comply with the applicable disaster grant agreement set forth in the Grant Application and ensure that RUMC will be in compliance with the grant.

I. The Proposer may choose to bring in a team solely for this engagement. The Consultant will report directly to the President and CEO of Richmond University Medical Center or his designate. The firm will also provide direct support to the Senior Vice President of Legal Affairs and Risk Management, Director of Facilities, Chief Financial Officer and purchasing functions.

J. RUMC is currently challenged with maintaining normal operations while planning and executing permanent repairs/hazard mitigation work to harden and make its facilities resilient for future disasters. The consultants will be responsible for providing advice and oversight in the development of cost-effective, timely, and FEMA reimbursable project scopes. Proposers should demonstrate that they can recommend solutions to the difficult tasks of ensuring that work is done cost effectively, meets codes and standards, provides hazard mitigation for future disasters, and is reimbursable. This function shall report directly to the President and CEO or his designate.

K. RUMC is an applicant for FEMA Public Assistance, 406 Hazard Mitigation, 404 HMGP hazard mitigation grants, and Social Services Block Grant funds. This effort is being centrally managed by the Senior Vice President of Legal Affairs and Risk Management, Facilities Director, and the Chief Financial Officer. In the initial emergency engagement RUMC set up procurement, invoice review, accounts payable, and claiming processes consistent with FEMA regulations. The consultant shall assist with the submission and reimbursement of project worksheets for permanent and hazard mitigation (404 & 406) work and will provide ongoing advice and counsel for the process. Also, the consultant shall demonstrate its capacity to provide cost effective services

including the preparation of project budgets and grant management records. This function shall report directly to the Chief Financial Officer.

- L.** Reporting on a regular basis to the President and Chief Executive Officer or his designate, the consultant shall provide overall disaster recovery program services. The proposers should recommend an appropriate level of management to coordinate with the contractors and hospital staff doing the actual work. Services should be limited only to those specific to disaster recovery, hazard mitigation, and grants management.

4. SECTION IV — PROPOSAL PROCEDURES AND REQUIREMENTS

Proposals must be submitted via mail or delivery and must include the following:

Proposal Package Submission Requirements.

- 1) **Proposal Packages:** must be delivered by hand or express mail or other nationally-known overnight courier addressed to the following address below. Submissions to this address require (1) original and (4) copies in a single envelope and a PDF copy on a USB flash drive. Please note that late submissions will not be accepted.

Address

Richmond University Medical Center

288 Kissel Avenue, unit 1G

Staten Island, NY 10310

Attn; Joseph Earl, AVP Facilities

- 2) **Proposal Elements:**

- a) **Cover letter** submitted to Joseph Earl, signed by an individual authorized to enter into a contract. The letter should be dated.

- b) **Title Page** should include the proposal title “Request for Proposals to Provide Comprehensive Disaster Response, Recovery and FEMA Grant Management Services, RUMC’s document control number (GM-3922-001), and name, address, tax ID number, phone number and email for principal contact.

- c) **Executive Summary** should provide an overview of the bidder’s proposal.

- d) **Cost Proposal** shall provide both a NTE amount and the All Inclusive Hourly Rates by discipline and title.

- e) **Firm Background and Organization** should include a description of the company and resumes for staff assigned to the project.

- (1) A list of similar engagements and client references which demonstrate your firm’s expertise in working with hospital facilities and meeting their critical, unique needs.

- f) **Required Forms:**

- (1) Minimum Qualifications Questionnaire, Attachment C, must be completed, signed, and submitted with the proposal. Failure to do so will result in disqualification of the proposal.

- 3) **Describe for each of the following:**

- a) **Strategic Planning.** Per the Scope of Work the planning that will be needed for a series of major and minor projects. Given RUMC’s needs for brief time frames, coordination with ongoing operations, and financial controls, please answer the following:

- (1) What is your methodology?

- (2) Please provide a description of specific deliverables that you would provide.

- (3) Please provide a description of your proposed staffing and their expertise.

- (4) **No more than two pages.**
- b) **Finance.**
- (1) Please provide a proposed methodology to support RUMC's FEMA Public Assistance and 404/406 Hazard Mitigation funding processes.
 - (2) Please provide a description of specific deliverables that you would provide.
 - (3) Please provide a description of your proposed staffing and their expertise.
 - (4) **No more than two pages.**
- c) **Disaster/Recovery Program Management.**
- (1) Please indicate your approach and relevant experience to managing and coordinating with other projects at organizations in similar situations and with similar organizations.
 - (2) **No more than two pages.**
- d) **Cost Proposal.** Proposers will be held to a **total not-to-exceed total price** including each of the categories listed in *Table 1* below.
- (1) Cost Proposal should be allocated as follows:
 - (a) Fixed fee with a NTE amount (billed as % completed) for the following:
 - (i) Hurricane Sandy – Recovery and Mitigation
 - (ii) Wind Resiliency
 - (b) Rate card (billed as hours and rates) for the following:
 - (i) Hurricane Ida - Recovery and Mitigation
 - (ii) Water Mitigation
 - (2) Proposers will be expected to produce invoices that indicate total hours worked, hourly rates, and types of work done (Including by FEMA Project Worksheet number where possible).
 - (3) Vendors must complete services within proposed total cost by category and total not-to-exceed cost.
 - (4) Please provide a blended hourly rate.
 - (a) (NOTE: “Blended rate” includes labor, expenses, travel, office supplies and equipment. No charges will be made to RUMC for other than hourly rates unless agreed to in writing by RUMC).
 - (5) Include hourly rates for each staff member assigned on Attachment E, All Inclusive Hourly Rates by Staff Title.

Table 1 Fee Proposal with Not-To-Exceed Total

Project(s)	Breakdown	Rates	Total
Hurricane Sandy	NTE total	N/A	\$
Wind Resiliency	NTE total	N/A	\$
Hurricane Ida	Rate Card		\$

Water Mitigation	Rate Card		\$
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- 4) **Exceptions to Contract Terms and Conditions.** RUMC will only consider minimal changes to the RUMC contract terms [Attachment D]. Firms must provide any exceptions that they request to the RUMC standard contract. There must be strong justifications for changes.
- 5) **Evaluation Criteria.** Proposers must demonstrate minimum qualifications by completing the "Minimum Qualifications Questionnaire." Only those firms meeting or exceeding these minimum standards shall be evaluated. Qualified firms will be evaluated based on the following (in order of priority):
- a) **Depth and technical expertise of staff.**
 - i) Does the firm have the resources available to evaluate and prepare the analyses needed to provide a roadmap for RUMC's current challenges and future disaster recovery needs?
 - ii) Can the firm develop a plan that prepares RUMC to withstand the next unplanned disaster?
 - b) **Proven capability working with FEMA and New York State Office of Homeland Security and Emergency Services (NYS DHSES).**
 - i) Evaluation will be based on FEMA disaster response and recovery experience with RUMC and/or other clients.
 - ii) Extra consideration will be given to experience in New York State with the Division of Homeland Security Office of Emergency Management.
 - c) **Cost.**
 - i) Cost by category and total not-to-exceed cost.
 - ii) Ability to provide needed services in a cost effective manner.
 - d) **Demonstrated knowledge of hospital building infrastructure, equipment, space adjacencies and operations.**
 - i) Evaluation will be based on the consultant's prior engagements with health care facilities and/or systems and the experience of consulting personnel.
 - e) **Demonstrated knowledge of severe flooding and wind damage in an urban community.**
 - i) Evaluation will be based on previous disaster recovery activities similar to Hurricane Ida and/or Sandy.
 - f) **References.**
 - i) Four (4) relevant references must be provided with contact
 - g) **Best and Final Offer.**
 - i) After evaluation, RUMC retains the right to request a best and final cost proposal to ensure competitive pricing.

6) **PROPOSAL EVALUATION PROCEDURES**

- a) **Evaluation Committee** The Evaluation Committee:

- i) Shall be comprised of a minimum of three (3) persons who will evaluate the components of this solicitation.
 - ii) Shall evaluate and rate all proposals meeting the Minimum Qualification Requirements. All proposals will be evaluated in accordance with the criteria described in Section IV.
 - iii) Will make a determination to:
 - (1) Award a contract based on initial proposals from all or a "short list" of proposers;
 - (2) Or, conduct discussions/negotiations with all or a "short list" of proposers.
 - iv) May require proposers to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.
 - v) Reserves the right to waive or modify any mistakes in proposals, if it is in the best interest of RUMC that are deemed by the Evaluation Committee to be not material.
 - vi) Shall award a contract to the highest rated proposer based on the evaluation factors set forth in the RFP subject to RUMC's right to reject all proposals.
- b) **Minimum Qualification Requirements (Pass/Fail):** The Evaluation Committee shall evaluate all proposals received on or before the Proposal Due Date and Time and at the location specified in the RFP to determine whether the proposers meet the Minimum Qualification Requirements as set forth below. Proposers must meet the minimum qualifications stated in Attachment C.

SECTION V – CONTRACT, PAYMENT, AND TERM OF CONTRACT:

- a) **TERM OF CONTRACT:** The term of the contract shall be for a period of three (3) years with up to two (2) one-year (1) renewals at the option of RUMC.

- b) **CONTRACT PROVISIONS:** The contract to be entered into between the selected proposer and RUMC shall contain negotiated provisions based upon the specific requirements set forth in this RFP and the selected firm's proposal, as well as RUMC's General Contract Provisions. Attached [Attachment "D"] is a sample contract that RUMC customarily uses. Articles 1-3 will reflect the business terms as finally negotiated. Articles 4, et seq., are RUMC's required legal terms; proposers must identify any exceptions to any of these terms (see Section IV.A.9., above). In addition, the contract will include a Business Associate Agreement ("BAA") if RUMC determines that it is required for compliance with the privacy standards and other requirements relating to protected health information as defined in the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Please note that the BAA, if required, is nonnegotiable and must be executed as drafted.

- c) **PAYMENT:** The selected firm shall be paid per tasks/deliverables and paid upon the completion, review and approval of the tasks/deliverables.

- d) **DOCUMENT OWNERSHIP:** All documents produced for RUMC will become the property of Richmond University Medical Center.

SECTION VI - GENERAL INFORMATION

- 1) **STATUS OF INFORMATION** RUMC shall not be bound by any oral or written information released prior to the issuance of the RFP. RUMC shall not be bound by any oral or written representations, statements or explanations other than those made 1) in this RFP, or 2) in formal written addenda issued to this RFP.
- 2) **COMMUNICATION WITH RUMC** Proposers are advised that, from the date this RFP is issued until the award of the contract, no contact with RUMC or other RUMC personnel related to this solicitation is permitted, except with Jorge Negron, Senior Vice President, Supply Chain Management, who has been designated as the contact person.
- 3) **PROPOSER INQUIRIES** All inquiries regarding this solicitation shall be addressed to the contact person named in this proposal. All substantive questions should be sent in writing to the contact person. The contact person may orally respond to inquiries of a non-substantive nature. Proposers are advised that RUMC cannot ensure a response to inquiries received later than ten (10) calendar days prior to the Proposal Due Date.
- 4) **ADDENDA TO THE RFP** RUMC shall issue responses, in the form of written addenda, to inquiries related to substantive issues and any other corrections or amendments to the RFP it deems necessary prior to the Proposal Due Date. It is the proposer's responsibility to assure receipt of all addenda. The proposer should verify with the designated contact person prior to submitting a proposal that all addenda have been received and shall acknowledge in the transmittal letter the number of addenda issued.
- 5) **MODIFIED PROPOSALS** A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date and Time. The Evaluation Committee shall consider only the latest timely version of the proposal.
- 6) **PROPOSER'S OFFER** A proposal may be withdrawn in writing only prior to the Proposal Due Date and Time. A proposer's offer shall be irrevocable after the Proposal Due Date and Time and until the contract award.
- 7) **LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS** Proposals received after the Proposal Due Date and Time are deemed late and shall not be considered, except that RUMC reserves the right to accept late proposals if the lateness of the proposal is deemed non-material.
- 8) **COSTS INCURRED BY PROPOSERS** RUMC shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith.
- 9) **DISCUSSIONS-NEGOTIATIONS** RUMC reserves the right to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a programmatic and cost standpoint.
- 10) **PROPOSER ACCEPTANCE OF RFP AND CONTRACT PROVISIONS**
 - a) Submission of a proposal signifies to RUMC the proposer's intention to compete for the award of a contract to provide consulting services; and that the proposer understands and accepts that the terms and conditions as specified in this RFP and in the General Contract Provisions [Attachment D] shall become part of the final contract.

- b) Proposers shall specifically include in their RFP response a section titled "Exceptions to Terms and Conditions Specified in the RFP and "Attachment D General Contract Provisions," in which the proposer shall explicitly indicate all terms and conditions specified in Attachment D General Contract Provisions, to which the proposer takes exception. This section shall be listed in the Table of Contents of the proposal.
- 11) **CONTRACT AWARD** RUMC reserves the right to award a contract to most qualified firm, other than a proposal offering the lowest overall cost. The contract resulting from this solicitation shall be awarded to the highest-rated responsible proposer based on the evaluation factors set forth in the RFP. The award of a contract does not commit RUMC to use the equipment or services of the selected firm. Any proposed contract award shall be subject to all required oversight approvals, including, but not limited to:
- a) Compliance with New York State Executive Law, Article 15-A;
 - b) RUMC's Contract Review Committee and Board of Directors approval;
 - c) The firm's execution of the contract;
 - d) And, approval by RUMC's President and Chief Executive Officer.
- 12) **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION FOR THIS RFP** Unless waived by RUMC in writing, the proposers must comply with the requirements outlined in the process noted in the completion of the requirements.
- 13) **BACKGROUND CHECKS FOR CONTRACTOR'S EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS** Unless waived by RUMC in writing, prior to assigning any employee, agent or independent contractor to perform services on-site at RUMC, the Contractor shall conduct a criminal history background check on such person covering the three years prior to such proposed assignment. Such record check must include, for New York State residents, a search of the NYS Office of Court Administration's records for all 62 New York State counties, and, in addition, a search of the records of any other state in which the person resided in the last three (3) years. RUMC may require the Contractor to perform a more extensive background check on direct service providers working with mentally ill, elderly or minor patients or in certain other special situations.
- 14) **RFP POSTPONEMENT/CANCELLATION** RUMC reserves the right to postpone or cancel this RFP and to reject all proposals.

ATTACHMENT A

PROPOSAL PACKAGE CHECKLIST

I. Sealed Envelope:

**Addressed to: Richmond University Medical Center
Attn: Joseph Earl, Assistant Vice President - Facilities
288 Kissel Avenue, unit 1G
Staten Island, NY 10310**

- a. One (1) set of original(s);**
- b. Four (4) sets of copies;**
- c. One (1) USB flash drive in PDF format – in a single PDF file of the Proposal Package that include each of the following:**
 - i. Proposal cover letter;**
 - ii. Title Page;**
 - iii. Executive Summary;**
 - iv. Table of Contents;**
 - v. Narrative;**
 - vi. Technical Proposal;**
 - vii. Acknowledgement of Addenda, if any;**
 - viii. Exceptions to the Terms and Conditions Specified in the RFP and General Contract Provisions, Attachment D;**
 - ix. Fee Proposal (Using Template in RFP).**

II. Outer Sealed Envelope (addressed as set forth below)

FROM: Proposer Name and address
TO: Richmond University Medical Center
Attn: Joseph Earl
Assistant Vice President - Facilities
288 Kissel Avenue, unit 1G
Staten Island, NY 10310

DOC CONTROL # GM-3922-001
RFP TITLE: COMPREHENSIVE DISASTER RESPONSE, RECOVERY AND
FEMA GRANT AMAGNEMENT

Late or unsealed proposals will not be considered.

ATTACHMENT B

CONFIRMATION OF ATTENDANCE

AT NON-MANDATORY BIDDER'S CONFERENCE

CONFIRMATION OF ATTENDANCE AT PRE-PROPOSAL CONFERENCE

This will confirm my/our attendance at the RFP Pre-Proposal Conference to be held at 10 AM -12 noon on Monday, March 21, 2022, at Richmond University Medical Center, Facilities Conference Room located at 288 Kissel Avenue, unit 1G, Staten Island, NY 10310. Please note that attendance is optional.

NAME OF FIRM _____

ADDRESS _____

CONTACT PERSON _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

NAME(S) OF ATTENDEES

THIS FORM SHOULD BE FAXED TO: 718-447-5913

**ATTN: Joseph Earl
Assistant Vice President - Facilities
Richmond University Medical Center
288 Kissel Avenue, unit 1G
Staten Island, NY 10310**

ATTACHMENT C

MINIMUM QUALIFICATION QUESTIONNAIRE			
Disaster and Project Management	Prior Experience	Catastrophic Flood, Wind, Experience	If YES, for what organization(s) did you provide these services? List Organization Name(s)c
Experience in managing response and recovery for a Federal disaster declaration?	Y N	Y N	
Experience in local or state emergency disaster response and recovery? (Non-Federal)	Y N	Y N	
Experience with FEMA – NYS DHSES policy, programs and protocols?	Y N	Y N	
Experience working with the president, executives, and board members of organizations?	Y N	Y N	
Experience with nonprofit healthcare and hospital systems.	Y N	Y N	
Experience with FEMA-NYS DHSES hazard mitigation, procurement, and reimbursement?	Y N	Y N	
Experience with capital projects, life-cycle costing, and smart use of technology?	Y N	Y N	
Experience with FEMA's Risk MAP program and flood risk reduction initiatives?	Y N	Y N	
Demonstrated expertise and experience in healthcare design and construction/re-construction?	Y N	Y N	
Experience with licensing and permitting related to hospital construction and operations?	Y N	Y N	
Experience with FEMA HMP 406/HMGP 404 mitigation programs?	Y N	Y N	
Experience in FEMA and NYS DHSES major disasters?	Y N	Y N	

MINIMUM QUALIFICATION QUESTIONNAIRE

MANDATORY SIGNATURE PAGE

Signature: _____

Title: _____

Firm: _____

Date: _____

ATTACHMENT D

RUMC GENERAL CONTRACT CONDITIONS

I. The Contract

The contract will incorporate provisions of this RFP and portions of the successful proposal to which RUMC agrees. The final contract will also include the RUMC General Contract Conditions set forth in this Attachment and any applicable riders or other information deemed appropriate by RUMC. The properly executed contract shall supersede all proposals, whether written or oral, and any and all negotiations, conversations, and discussions prior to execution of the contract. Final contracts executed pursuant to this RFP shall be subject to RUMC procurement policies and procedures and the review and approval of RUMC's Office of Legal Affairs and Risk Management.

II. Term of Contract

The proposed term of any new agreement executed pursuant to this RFP is a period of **36 Months** commencing on or about **May 2022**. **The agreement can be renewed on an annual basis for up to two years at the option of RUMC.**

III. Acceptance of Terms and Conditions

Vendor must acknowledge that it has read the RUMC Standard Terms and Conditions, as set forth in this **Attachment D**, and that it understands and agrees to be bound by the same, with noted exceptions. Vendor must provide a separate document of exceptions, if any, taken to the RUMC Standard Terms and Conditions. Each exception must reference a specific numbered paragraph of the Standard Terms and Conditions. Vendor shall state a proposed alternative to each exception taken when stating that the term or condition is "unacceptable." Any exceptions to RUMC Standard Terms and Conditions may disqualify a vendor's proposal.

IV. Disposition of Proposals

All proposals received by the due date become the property of RUMC and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become public record. Any proposals received after the due date will be returned to the proposer unopened.

RUMC Standard Terms and Conditions

ARTICLE I DEFINITIONS

- 1.1. Agreement. "Agreement" shall mean the written agreement between RUMC and the successful proposer, if any, awarded a contract to develop and implement the **Consulting Services for Disaster Response, Recovery, and FEMA Grant Management** sought by this RFP.
- 1.2. Services. "Services" shall mean the **Consulting Services for Disaster Response, Recovery, and FEMA Grant Management** as may be offered by Vendor to RUMC as part of a proposal submitted in response to this RFP.

- 1.3. Vendor Representative. “Vendor Representative” shall mean all employees, Vendors, agents, subcontractors or representatives of Vendor providing Services on behalf of Vendor at any RUMC site.

ARTICLE II

SERVICES AND PAYMENT

- 2.1. Services. All Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. Vendor warrants to RUMC that any Services performed and any materials used by Vendor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Vendor at its sole expense.
- 2.2. Conduct. All Vendor Representatives shall, at all times while present at the RUMC campus, comply with RUMC rules and regulations and the lawful directives of RUMC security personnel and RUMC administration. Vendor Representatives shall, at all times while present at the RUMC campus, conduct themselves in accordance with RUMC Policies and Procedures, including the RUMC Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The Vendor shall promptly remove from the RUMC campus any Vendor Representative whose conduct RUMC reasonably determines to be objectionable.
- 2.3. Ownership of Records. All records compiled by Vendor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of RUMC. Vendor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.
- 2.4. Payment Terms. RUMC shall pay all properly submitted and undisputed invoices for the Services within ninety (90) days from the date RUMC receives an invoice. All invoices must reference the Contract Number and are to be addressed to RUMC, at the RUMC address provided in each purchase order, to the Attention of the Accounts Payable Department.
- 2.5. Interest and Other Charges. Any references in any Vendor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 2.6. Taxes. RUMC and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes). Upon request, RUMC will furnish evidence of such tax-exemption. RUMC shall not be charged or subject to, and shall not pay, any tax, tariff, duty, cost or expense imposed by any taxing authority outside the United States of America and any such tax, tariff, duty, cost, or expense shall be the sole responsibility of the Vendor.

ARTICLE III

TERM AND TERMINATION

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for a period of three (3) years, unless earlier terminated in accordance with this Article III. This agreement may be renewed for up to two (2) one (1) year renewals at the option of RUMC.
- 3.2. Termination for Cause. Either Vendor or RUMC shall have the right to immediately terminate the Agreement in its entirety in the event of a material breach of the terms of the Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the breach.
- 3.3. Termination without Cause. Either Vendor or RUMC shall have the right to terminate the Agreement in its entirety without cause by providing the other Party at least sixty (60) days prior written notice.
- 3.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party's property or business, the Agreement may be terminated, at the other Party's option, without liability hereunder.
- 3.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.
- 3.6. Disruption of Patient Care. Notwithstanding the foregoing or any other Agreement between the Parties, if Vendor terminates the Agreement or any provision hereof and such termination, based on the reasonable, good faith determination of RUMC, would likely result in the disruption of patient care, upon written notice from RUMC as to such likely disruption, Vendor shall continue to provide the Services purchased hereunder and receive compensation, as specified in the Agreement or applicable purchase order and in accordance with Article II hereof, until RUMC has secured an alternate supplier of comparable or substantially similar goods, but in no event shall such continued provision of the Services exceed a period of one hundred and twenty (120) days from Vendor's receipt of RUMC's notice.

ARTICLE IV

GENERAL PROVISIONS

- 4.1. Confidentiality. For purposes of this Section 4.1 "Confidential Information" shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily

ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Vendor or RUMC.

4.1.1. In performing their respective obligations under the Agreement, the Vendor and RUMC may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting the Vendor and RUMC to have access to each other's Confidential Information, during the term of the Agreement, the Vendor and RUMC agree that they will not disclose to any third party any Confidential Information of the other Party, except as provided in Section 4.1.3, without the other Party's prior written consent. The Vendor and RUMC shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or Vendors hired by such Party in the ordinary course, to the extent that their duties, requirements or contract for services require such disclosure on a need-to-know basis, and agree to take appropriate action by written agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.

4.1.2. The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party's Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 4.1.2 shall not apply to "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.

4.1.3. If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.

4.2. Disclosure of Protected Health Information (PHI). If the transaction involves any disclosure of PHI to the Vendor, and the Vendor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Part 160 and 164), the Vendor will execute a RUMC Business Associate Agreement.

4.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that Vendor has contracted to provide, or RUMC has contracted to purchase, the Services that are the subject of the Agreement.

4.4. Publicity and Trademarks. Each Party will not, and will cause its affiliates not to, use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.

- 4.5. Financing Statements. The Vendor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of RUMC or such filing is for notification purposes with respect to custodial or other arrangements not intended as a secured transaction in which case such financing statements must expressly state: “This financing statement is filed for notice purposes only and the filing thereof shall not be deemed to create, or to constitute evidence of, a security interest under the Uniform Commercial Code.”
- 4.6. Safe Harbor Discount. Each Party agrees to comply at all times with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the Vendor's obligation to report and disclose discounts, rebates, and other reductions to RUMC Services purchased under the Agreement. Where a discount or other reduction in price of the Services is applicable, the Vendor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the “safe harbor” regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, the Vendor will satisfy any and all requirements imposed on sellers by the safe harbor and RUMC will satisfy any and all requirements imposed on buyers by the safe harbor. Thus, in cases where the Vendor forwards to RUMC an invoice that does not reflect the net cost of the Services to RUMC, the Vendor shall include the following language, or reasonably comparable language, on such invoice: “This invoice does not reflect the net cost of supplies or services to the Medical Center. Any additional discounts or other reductions in price may be reportable under federal regulations at 42 C.F.R. §1001.952(h).” In cases where the Vendor forwards to RUMC an invoice that does reflect a net cost of the Services after a discount to RUMC, the Vendor shall include the following language, or reasonably comparable language, on such invoice: “This invoice reflects the net cost of Products or Services to the Medical Center. This price constitutes a ‘discount or other reduction in price’ and may be reportable under federal regulations at 42 C.F.R. §1001.952(h).”
- 4.7. Government Health Program Participation. Each Party represents that it has not been excluded from participating in any “federal health care program,” as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. If either Party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of the Agreement, such Party will notify the other Party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either Party may terminate the Agreement effective upon written notice to the other Party.
- 4.8. Debarment. The Vendor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded

or otherwise ineligible to contract with such public entity. The Vendor shall promptly notify RUMC, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which RUMC may terminate the Agreement pursuant to Article III. For purposes of this Section 4.8, the Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term "Vendor", for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).

4.9. Personal Inducements. The Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of the Vendor to RUMC or any physician or physician practice privileged or affiliated with either of them and/or the employees, officers, or directors of any of the foregoing and their immediate family members as an inducement to purchase or to influence the purchase of Services by RUMC from the Vendor. In addition to any other remedy to which RUMC may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and warranty, RUMC, at its option, may declare any agreement between the Vendor and RUMC null and void.

4.10. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws. The Vendor further warrants that all Services purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. The Vendor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The Vendor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the Vendor's performance hereunder, the Vendor will promptly notify RUMC in writing of the receipt of such notice and the nature of such notice.

4.11. Access to Books and Records. To the extent required by law, RUMC and Vendor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vendor further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, the Vendor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the Vendor that are necessary to verify the nature and extent of the costs charged to RUMC hereunder. The Vendor further agrees that if Vendor carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such

subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

- 4.12. Dispute Resolution. Upon the agreement of both Parties, any dispute as to the performance of a Party's obligations under the Agreement or any related matter may be referred to non-binding mediation by a neutral third party, the rules and procedures of which shall be mutually agreed to by the Parties. Nothing in this paragraph shall be construed to prevent or delay either Party from exercising, at any time, any and all legal rights available to it in a court of competent jurisdiction. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.
- 4.13. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles. The exclusive venue for the purposes of any action, suit or proceeding related to or arising directly or indirectly out of the Agreement shall be in the New York Supreme Court located in Richmond County, New York or the United States District Court for the Eastern District of New York. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to the Agreement.
- 4.14. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 4.15. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business and/or lost profits. This provision shall not apply to claims raised by third parties against the Vendor or RUMC, or, to claims in which either Party joins the other as a third party defendant.
- 4.16. Insurance. The Vendor will maintain insurance against any insurable claims as set forth in Schedule B-1 attached hereto.
- 4.17. Indemnity.
- 4.17.1. Indemnification. Each Party shall, to the extent permitted by law, indemnify, defend, and hold harmless the other Party, and its officers, directors, employees, agents, successors, and assigns for, from and against any claim or action brought

against, arising out of the acts or omissions of the indemnifying Party, its employees or agents.

4.17.2. Notice. It is a condition to each Party's obligations under this Section 4.17 that the Party seeking indemnification notify the indemnifying Party promptly of the claim, permit the indemnifying Party to control the litigation and settlement of that claim, and cooperate with the indemnifying Party in all matters related thereto, including by making its documents, employees and agents available as reasonably necessary.

4.17.3. Consent to Settlement. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.

4.18. Representative Access. RUMC reserves the right to require, and Vendor shall upon the request of RUMC ensure that, any Vendor Representative that will have access to clinical areas of RUMC's facility shall undergo a pre-placement assessment of health status to make certain that they are free from health impairment which is of potential risk to patients and personnel as indicated by a recorded medical history, physical examination, immunizations and laboratory testing.

4.19. Background Check. Vendor further agrees that all Vendor Representatives assigned to RUMC hereunder will be subject to a background check substantially similar to the inquiries made by the RUMC with respect to its own employees and that the RUMC has the right to deny any Vendor Representative access to its facilities based on the results of such inquiry.

4.20. Conflicts of Interest. The Vendor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, RUMC has a financial interest in the Vendor. The Vendor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, RUMC has a financial interest in the Vendor, Vendor shall promptly disclose that financial interest to RUMC in writing. To the extent that a financial interest is disclosed by Vendor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, RUMC, at its option, may declare any agreement between the Vendor and RUMC null and void.

4.20.1. Financial Interest. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Vendor whether or not remuneration is received for such service; or (d) an ownership interest in

Vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.

- 4.21. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.
- 4.22. Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by both Parties and such event continues for more than fifteen (15) business days, either Party shall have the right and option to terminate the Agreement
- 4.23. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties concerning the subject matter of the Agreement. The terms of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.
- 4.24. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 4.25. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other Party. Any purported assignment in violation of this section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e. an entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.
- 4.26. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.
- 4.27. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.
- 4.28. Other Contractual Obligations. Each Party represents that it is not prohibited from entering into, or performing its obligations under, the Agreement by the terms of any other agreement.
- 4.29. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same

instrument. The Parties agree to accept and be bound by PDF transmitted copies of the Amendment and its counterparts including PDF signatures of the Parties.

SCHEDULE B-1

INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the Vendor shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to Corporation's approval. The policies or certificates thereof shall provide that Corporation shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name Vendor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Vendor to obtain and maintain any insurance required hereunder shall not relieve the Vendor from any of its obligations hereunder, including but not limited to indemnification, or from any Vendor liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which Vendor may be liable are filed against either Party, and if such claims exceed the coverage amounts required herein, Corporation may withhold such excess amount from payment due to Vendor until the Vendor furnishes additional security covering such claims in a form satisfactory to the Corporation.

2. The Vendor shall provide proof of the following coverage:

(a) Workers' Compensation. Vendor shall provide to Corporation a certificate form C-105.2 or State Fund Insurance Company form U-26.3 as proof of compliance with the New York State Workers' Compensation Law, and State Workers' Compensation Board form DB-120.1 as proof of compliance with the New York State Disability Benefits Law, provided, however, that if Vendor is self-insured for Worker's Compensation and/or Disability coverage, a New York State Workers' Compensation Board certificate evidencing such fact. Location of operation shall be "All locations in Richmond County, New York."

(b) Employer's liability insurance with a minimum limit of \$500,000

(c) General liability insurance with a minimum of \$1,000,000 combined single limit of liability, naming RUMC as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:

(i) Premises - Operations.

(ii) Broad Form Contractual.

(iii) Independent Contractor and Sub-Contractor.

(iv) Products and Completed Operations.

(d) Professional liability insurance ("errors and omissions") on an occurrence or claims made basis covering the Vendor and its employees and agents, with minimum limits of \$5,000,000 per occurrence, \$5,000,000 in the aggregate.

- (e) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 combined single limit. This insurance shall include the following coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles and contain waiver of subrogation on behalf of RUMC.
3. All policies and certificates of insurance required herein shall provide that:
- (a) The insurer, or Vendor if it is self-insured, shall have no right to recovery or subrogation against RUMC (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the insurance.
 - (b) The insurer, or Vendor if it is self-insured, shall have no recourse against RUMC (including its employees or agents) for payment of any premiums or for assessments under the policy.
 - (c) Vendor assumes responsibility, and is solely at risk for, any and all deductibles.
 - (d) The clause "other insurance provisions" shall not apply to the Corporation.
 - (e) Vendor insurance will be primary & non-contributory.

ATTACHMENT E

ALL INCLUSIVE HOURLY RATES BY STAFF TITLE

DISASTER RECOVERY PERSONNEL	BASE CONTRACT	OPTION YR 1	OPTION YR 2
Principal/Managing Director			
Executive Director			
Senior Program Lead			
Recovery Program Manager			
Administrator			

ATTACHMENT F

NON-COLLUSIVE BIDDING CERTIFICATION

NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to RUMC a non-collusive bidding certification on Contractor's behalf.

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. No attempt has been made or will be made by the Bidder to improperly communicate or consult with any employee or agent of RUMC, or to induce any agent or employee of RUMC, to gain an advantage which would restrict competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) and (4) above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore.

Subscribed to under penalty of perjury under the law of the State of New York, this _____ day of _____, 20 _____ as the act and deed of said corporation f partnership.

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
_____	_____
President	
_____	_____
Secretary	
_____	_____
Treasurer	

Identifying Data:

Potential Contractor: _____
Address: _____
Telephone: _____ Title: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____
Signature: _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal Name of Person or Corporation: _____
By: _____ Title: _____
Address: _____
City, ST Zip _____

Legal Name of Person or Corporation: _____
By: _____ Title: _____
Address: _____
City, ST Zip _____

Legal Name of Person or Corporation: _____
By: _____ Title: _____
Address: _____
City, ST Zip _____

ATTACHMENT G

**OFFEROR'S AFFIRMATION OF UNDERSTANDING OF, AND AGREEMENT WITH,
RICHMOND UNIVERSITY MEDICAL CENTER PROCUREMENT REQUIREMENTS**

AFFIRMATION

Offeror affirms that it understands and agrees to comply with the procedures of Richmond University Medical Center relative to permissible Contacts as required by New York State Finance Law §139-j (3) and § 139-j (6) (b).

By: _____ **Date:** _____

Name: _____ **Title:** _____

Contractor Name: _____

Contractor Address: _____

ATTACHMENT H

New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement

General Information

All procurements (which are defined to include essentially all real estate transactions) by Richmond University Medical Center (RUMC) in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with RUMC intended to influence a procurement) during a procurement must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations and RFP conference participation. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the Vice President for Legal Affairs and investigated accordingly. The first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. RUMC will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the Vice President for Legal Affairs.

Moreover, the statutes require RUMC to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which to comply, together with additional information and instructions.

Instructions

New York State Finance Law §139-k(2) obligates RUMC to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to New York State Finance Law §163(9). In accordance with New York State Finance Law §139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law §139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

Disclosure of Prior Non-responsibility Determinations

Name of Bidder/Proposer:

Address:

Person Submitting this Form:

Name: _____

Title: _____

Has any governmental entity¹ made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years? **YES** **NO**

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j? **YES** **NO**

¹ A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

**New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") —
Disclosure Statement**

Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

_____ **YES** ___ **NO**

If yes, please provide details regarding the finding of non-

responsibility below. Governmental Entity: _____

Year of Finding of Non-responsibility:

_____ Basis of Finding

of Non-Responsibility:

(Add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete information?

_____ **YES** ___ **NO**

Bidder/Proposer Affirmation and Certification

By signing below, the Bidder/Proposer:

- a) Affirms that the Bidder/Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.
- b) Certifies that all information provided to RUMC with respect to New York State Finance Law §139-j and §139-k is complete, true and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name and Title: _____

Bidder/Proposer or Contractor/Consultant (Full Legal Name):

Address of Bidder/Proposer or Contractor/Consultant:

Business Telephone Number: _____

**RUMC's Right
to Terminate**

RUMC reserves the right to terminate a Contract (including any lease, license, entry permit, or sale documents) in the event it is found that the certification filed by the Bidder/Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, RUMC may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.

ATTACHMENT I

Required Contract Provisions for Federal Award

This Appendix _ includes required provisions under Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

A. CLEAN AIR ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

B. FEDERAL WATER POLLUTION ACT

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

C. DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Client. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Client, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

D. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

E. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

G. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. ACCESS TO RECORDS

The Contractor agrees to provide the Client, the Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

I. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

J. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

K. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

M. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

N. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.