

**ANTHONY L. JORDAN HEALTH CORPORATION
Request for Proposal**

1. PROJECT NAME: PHARMACY CONSTRUCTION PROJECT

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ANTHONY L. JORDAN HEALTH CORPORATION
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1. PROJECT NAME: PHARMACY CONSTRUCTION PROJECT

A. INTRODUCTION

Tracing its roots to 1904 when it began providing services to nursing mothers and infants in the Social Settlement of Rochester on Baden Street, the ANTHONY L. JORDAN HEALTH CORPORATION (“Jordan Health”) was formally incorporated as a New York State not-for-profit corporation in 1971. Shortly thereafter Jordan Health became one of the first Federally Qualified Health Centers (“FQHC”) in the country, and served as a model for the development of other FQHCs across the United States. From one location in 1972 Jordan Health has grown to comprise three comprehensive centers and seven primary care suites.

Jordan Health’s projected growth has created the need to insource its pharmaceutical services for its primary comprehensive center. Additional information about the primary comprehensive site is contained in Attachment A. Jordan Health is soliciting competitive written proposals from general construction firms to provide Jordan health with a pharmacy. Jordan Health envisions the pharmacy bid process to be completed in eight stages (see below). The first stage, for which this RFP is being released, will lay the foundation for the following eight stages.

The proposal must meet the material, performance and quality requirements detailed in the General Requirements. In order to be considered, all submissions must follow the Form of Proposal outlined in the Summary of General Requirements. Those firms who submit a proposal are referred to throughout this request for proposal as “Bidders.”

B. PROJECTED SCHEDULE

1. Request for proposal issued:..... February 9, 2023
2. Questions submitted via e-mail due no later than..... February 17, 2023
3. Answers to questions submitted distributed February 24, 2023
4. Site visits concluded:..... February 24, 2023
5. Proposal due date:..... March 10, 2023, by 4:00 p.m. EDT
6. Bid awarded..... On or before March 24, 2023
7. Contracting completed..... On or before April 7, 2023
8. Work start date May 1, 2023

Jordan health reserves the right to modify this schedule at its discretion.

Site visits may be scheduled through the Director of Operations, and will be held as follows:

- Monday, February 20th, 10:00 a.m. – 2:00p.m.;
- Wednesday, February 22nd, 10:00 a.m. – 2:00 p.m.;
- Thursday, February 23rd, 3:00 p.m. – 6:00 p.m.; and
- Friday, February 24th, 9:00 a.m. – 11:00 a.m., and 1:00 p.m. – 3:00 p.m.

C. CONTRACT AWARD IN BEST INTEREST

Jordan Health reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to waive any informalities or irregularities therein, and to contract as its best interests may require in order to obtain service requirements which best meet the needs of Jordan Health. Jordan Health reserves the right to modify the RFP schedule at its discretion and will notify all bidders should a change be made.

D. NON-DISCRIMINATION COMPLIANCE

Jordan Health requires that all of its contracting parties offer and provide all services and goods without regard for race, color, religion, ancestry, national origin, sex, age, disability, sexual preference or orientation, marital status, citizenship, genetic predisposition or carrier status, veteran status, or any other legally protected basis, as such may apply to Jordan Health patients and staff, and to the staff and contractors of the parties with whom Jordan Health contracts. Bidder shall comply at all times with the foregoing requirement and shall obligate itself to do so in any written agreement with Jordan Health that results from this request for proposal.

E. CONFIDENTIALITY

If in the course of the Bidder receiving information from Jordan Health to respond to the request for proposal hereunder, the Bidder receives proprietary information of Jordan Health relating to Jordan Health's business, operations, equipment, or services, the Bidder shall retain all such information in confidence and shall not disclose it, except to its own and Jordan Health's employees in the necessary course of responding to this request for proposal. However, nothing herein shall prevent disclosures by the Bidder of any information after it is available to the general public in a printed publication, or of any information that was already available to the Bidder from written documents in the Bidder's possession at the time such information was acquired from Jordan Health, or of any information furnished to the Bidder by a third party. The Bidder shall protect the confidential information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the Bidder uses to protect its own confidential information of a like nature. The Bidder shall insure that each employee or subcontractor agrees to similar confidentiality requirements.

F. GENERAL INSTRUCTIONS

1. Submit three (3) copies of your proposal, following the proposal outline, along with a detailed statement of any exceptions to any part of the request (with reference to the specific paragraphs involved). Each of the sections of the General Requirements must be individually addressed and fully detailed. Paper copies must be submitted in a sealed envelope marked "Jordan Health Pharmacy Project RFP." Your proposal must be on 8½ x 11 inch paper with no fold-outs. Your response must be signed by an officer of your firm with the authority to commit the firm. Proposal pages shall be numbered consecutively. Faxed proposals will not be accepted. Proposals may be submitted electronically at the Bidder's option. If proposals are submitted electronically, relevant project experience, graphics and photographs should be submitted separately on CD or other electronic media. Please do not submit large e-mail attachments.
2. Proposal must be delivered on or before 4:00 PM, Friday, March 10, 2023

Mailing address: Anthony L. Jordan Health Corporation
82 Holland Street
Rochester, New York 14605
Attn: Director of Operating Nathaniel V. Sheppard

E-mail address: nsheppard@JordanHealth.org

3. Please refer requests for additional information or clarification of requirements to:

Nathaniel V. Sheppard Director of Operations
Anthony L. Jordan Health Corporation
82 Holland Street
Rochester, NY 14605
nsheppard@JordanHealth.org

G. EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following criteria:

- Completeness of the Bidder's proposal
- Understanding and acceptability of requirements
- Bidder's experience in the health care space and quality of references
- How well the firm's skill, experience and approach meets the needs of Jordan Health as described in the firm's response to each requirement
- Overall cost
- Ability to begin work at Jordan Health on the proposed start date

H. FORM OF PROPOSAL

In order to be considered, all submissions must respond to all questions outlined in the General Requirements, in the following format. Any reports, studies, conclusions, and summaries prepared by your firm, including all proposal documents, shall become the property of Jordan Health.

1. Firm Description and Experience

- (a) Provide a brief description of your firm's history, type of work you have done, and capabilities. List key point of contact and project manager who will be responsible for working with the Jordan Health throughout the Pharmacy Project. Describe your team's organizational structure. Describe your team's experience in pharmacy construction projects. Describe your experience in dealing with facilities construction for health care organizations. Provide examples of three projects completed in the past five years that reflect the capabilities of the firm relevant to health care facilities construction.
- (b) Indicate whether your firm has been disciplined, admonished, warned, had its license, registration certification or any similar authorization to do business suspended or revoked for any reason. Identify any pending administrative, civil, criminal proceedings brought against your firm within the last five years and, if any, provide the following information: (i) a clear and concise statement of all allegations against your firm, its officers, agents and/or employees (ii) the status of the proceedings.
- (c) State whether, if during the preceding three-year period, your firm has defaulted on any contract; provide a description of the facts and circumstances of the default, and provide the name, address, telephone number of a contact person with the entity whom your firm had the contract.
- (d) State whether, if during the preceding three-year period, your firm has terminated a contract prior to the expiration of the stated contract term or has had a contract terminated by the other party prior to its stated term; provide a description of the facts and circumstances of each termination, and provide the name, address, telephone number of a contact person with the entity with whom your firm had the contract.
- (e) If your firm is a minority owned or women owned business please so indicate and explain the basis for your statement. If your firm is certified by New York State as a minority owned or women owned business, please provide your certification number.

2. Personnel Qualifications and Experience

- (a) Identify the key personnel in your firm who will be assigned to this project and give examples of their experience with similar health care facilities construction. Describe their role, capabilities, education, licenses and certifications, and experience with similar health care facilities construction processes. Identify any sub-consultants and their key personnel that you propose to use on this project. Describe their recent (past 5 years) experience, their specific role, your firm's role in each of the sub-consultant's projects. Attach the resumes of key individuals proposed to be involved in the project from both your firm and any sub-consultants you propose to use.

3. Approach

- (a) Describe your firm's knowledge and understanding of the project and your overall approach to complete the Jordan Health pharmacy construction. Include a proposed schedule. Describe the deliverable that will be the outcome of the pharmacy construction process.

4. Experience with Engagement

- (a) Describe your firm's knowledge and experience working with other organizations on their pharmacy construction plan. Describe your methodology for engagement of the stakeholders in the health care facilities construction process. Provide examples of leading focus groups, conducting surveys, facilitating stakeholder discussions, graphic communication tools, and presentations

5. Rates

- (a) Provide a "not to exceed" fee proposal. Describe the process that you used to establish the fees for this work. What do you perceive to be the milestones for fee disclosure? Provide your project team's hourly rates.

7. References

- (a) Provide the name, address, email, and phone number for three client references of similar projects who are knowledgeable about your process and work product. Jordan Health may check with these references and/or may check with other references associated with past work of your firm.

8. Jordan Health Terms and Conditions

Indicate your ability to adhere to the Jordan Health Terms and Conditions as outlined in attachment B and the Jordan Health Insurance Specifications for Bidders as outlined in Attachment C.

9. W-9

Complete and submit with your proposal the W-9 attached to this request for proposal as Attachment D.

10. Certification

Complete and submit the signed certification attached to this request for proposal as Attachment E.

11. Cancellation

- (a) Jordan Health reserves the right to cancel award of a contract at any time before execution of the contract by both parties if cancellation is deemed to be in the Jordan Health's best interest. In no event shall Jordan Health have any liability for the cancellation of the award.

List of Attachments

- A. Jordan Health pharmacy construction and Anticipated Scope of Services
- B. Jordan Health Terms and Conditions
- C. Jordan Health Insurance Specifications for Bidders
- D. W-9
- E. Certification of Independent Proposal

Attachment A
Jordan Health Pharmacy Construction Project and Anticipated Scope of Services

1. Jordan Health Site

- (a) Anthony L. Jordan Health Center
82 Holland Street, Rochester, NY 14605
28,500 SF (approx.)
150 employees (approx.)

2. Anticipated Scope of Services

Attachment B Jordan Health Terms and Conditions

General Conditions

The following are the terms and conditions ("Terms") upon which the ANTHONY I. JORDAN HEALTH CORPORATION ("Jordan Health") will purchase from the identified vendor ("Bidder") and Bidder will sell to Jordan Health the goods or perform for Jordan Health the services identified in a properly-executed contract for goods or services ("Contract"). In addition, if Jordan Health has provided Bidder with any supplementary terms, conditions, or requirements in a request for proposal, bid specification, or other writing concerning the subject matter of the Contract, those terms, conditions, or requirements shall also apply, and are incorporated herein by reference. Bidder's performance of service or provision of goods under the Contract constitutes Bidder's acceptance of the Terms without exception. Jordan Health expressly rejects any terms and conditions proposed by Bidder which are in addition to or which conflict with the Terms, without need for further notice of rejection.

Contract

Jordan Health shall not be responsible for goods supplied or services performed by Bidder without a Contract. Jordan Health may terminate the Contract or any portion thereof for its sole convenience, subject to the termination provisions of the Contract. All claims for money due or to become due from Jordan Health shall be subject to deduction or set-off by Jordan Health by reason of any counterclaim arising out of this or any other transaction with Bidder.

Delivery

If the Contract sets a date or time for the delivery or performance of goods and services, time is of the essence, and Bidder's failure to deliver or perform in a timely manner shall constitute a material breach of these Terms.

Inspection and Acceptance

The goods delivered or services performed are subject to inspection and approval by Jordan Health prior to acceptance. All goods not fully up to standard and not in compliance with applicable specifications or warranties or shipped or performed contrary to instructions, in excess of ordered quantities, in nonconforming containers, or alleged to violate any statute, ordinance, administrative order, rule, or regulation may, at Jordan Health's option, be rejected by Jordan Health and returned or held at Bidder's risk and expense. Jordan Health may charge to Bidder all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any rejected goods, but such shall not be an exclusive remedy, and Jordan Health may hold Bidder liable for any and all damages arising from any such breach or default.

Payment

Unless provided otherwise by the Contract, following delivery of the goods or completion of the services by Bidder Jordan Health shall inspect the goods or services. If Jordan Health accepts the goods or services, Bidder shall submit its invoice for the goods or services to Jordan Health. Jordan Health shall review the invoice and if it is in order shall process the invoice for payment. If upon review of Bidder's invoice Jordan Health does not find the invoice in order, Jordan Health shall promptly inform Bidder, identifying the aspects of the invoice that are not in order.

Title and Risk of Loss

Title to all goods to be delivered hereunder shall remain with Bidder until such goods are accepted by Jordan Health. All risks of loss of or damage to goods to be delivered by Bidder hereunder shall be upon Bidder until title to such goods passes to Jordan Health, but Bidder shall bear all risk of loss or damage (except as resulting from the gross negligence of officers, agents, or employees of Jordan Health acting within the scope of their employment) to goods rejected by Jordan Health after notice of rejection until such goods are redelivered to Jordan Health. If material or equipment is furnished to Bidder by Jordan Health for performance of the Contract, all risks of loss or damage to such material or equipment shall be upon Bidder until the material and or the equipment has been redelivered to the Jordan Health. All goods delivered and services performed under a Contract shall be free of all liens and, if Jordan Health requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered promptly to Jordan Health.

Indemnification

Bidder shall indemnify, defend, and hold harmless Jordan Health and its directors, officers and employees ("Indemnified Parties") against any claims made or legal actions brought against the Indemnified Party by any person or entity as a result of injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to Bidder's performance or failure to perform pursuant to the Contract, except where the Liabilities are the result of the Indemnified Party's own direct and sole negligence. Bidder's obligation shall include the cost of the Indemnified Parties' defense against such claims or actions. In addition, Bidder shall hold and save Jordan Health and its directors, officers, agents, and employees, harmless from patent liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention or discovery made or used in the performance of the Contract, including the use or disposal thereof by or on behalf of Jordan Health, provided, however, that as to Jordan Health, this indemnification is not and shall not be applicable to any infringement of a U.S. patent to the extent resulting from Bidder's compliance with specific written instructions, plans, or specifications furnished by Jordan Health. Bidder agrees to promptly notify Jordan Health of any claim or action brought in connection with this P.O. and thereupon shall promptly take over and defend any such claim or action. The foregoing obligations shall survive the termination, completion or expiration of the Contract. Acceptance by Jordan Health of any other terms and conditions proposed by Bidder shall not abrogate or reduce the indemnification obligations specified herein.

Assignment

None of Bidder's duties or obligation under the Contract may be delegated or assigned to another party without the prior written consent of Jordan Health's Director of Operations.

Maintenance of Records

Bidder will develop, maintain, and furnish programmatic records and reports which pertain, directly or indirectly, to the services provided by Bidder and which the Jordan Health, the United States Department of Health and Human Services or the New York State Department of Health may deem appropriate and necessary for the monitoring and auditing of the housekeeping services relationship.

Access to Records

For a period of six (6) years after final payment hereunder, Bidder shall preserve and permit Jordan Health or any of Jordan Health's duly-authorized representatives (including, if applicable, the representatives of a State of New York, a U.S. Government funding agency, the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General and their representatives) to examine and audit all directly pertinent books, documents, papers and records of Bidder involving transactions related to the Contract for the purpose of making audits, examinations, excerpts and transcripts, including this request for proposal, the Contract, and all books, documents and records necessary to certify the nature and extent of the costs and services rendered under the Contract. If the duties of the Contract are carried out through a subcontract worth \$10,000 or more over a 12 month period with a related organization, the subcontract will also contain a clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records. Bidder shall refund to Jordan Health any overpayments disclosed by any audit. This provision applies regardless of whether the party is designated elsewhere in the agreement as a contractor, subcontractor, vendor and seller or otherwise

Ultimate Responsibility for Compliance with Legal Regulations

Notwithstanding any other provision in the Contract, Jordan Health, remains responsible for ensuring that any service provided in its facilities complies with all pertinent provisions of federal, state and local statutes, rules and regulations. Each party shall notify the other of any federal, state, accrediting agency or organizational investigation of itself that may involve the other party and shall provide each other an opportunity to participate and approve of any responses to such investigation. Additionally, nothing in the Agreement is intended to diminish or otherwise affect the authority of the Jordan Health to implement its statutory functions or procedures.

Compliance with Jordan Health's Compliance Program

The award of the contract to the Bidder requires compliance with the Jordan Health's Compliance Program, written standards, including its compliance Standards of Conduct and policies and procedures ("Written Standards"). Jordan Health will consider such compliance as part of its evaluation of Bidder's performance under the Contract. Bidder's failure to comply with the Written Standards, which may include the failure to report any conduct or event that potentially violates legal or compliance requirements or the Written Standards, will be considered a breach of the Contract which will result in termination of the Contract.

Publicity

Bidder shall not in any way or form publicize or advertise the fact that Bidder is providing goods or services to Jordan Health without the express written approval of Jordan Health granted by the Director of Operations.

Insurance

Bidder shall maintain insurance at its own expense throughout the performance of the Contract as specified in Attachment C, Jordan Health Insurance Specifications for Bidders. Jordan Health reserves the right to request higher limits of insurance or additional insurance of which Bidder shall be notified in advance, for example, in written bid specifications provided to Bidder. Bidder agrees to indemnify Jordan Health, its directors, officers and employees for any loss or expense suffered by any of them due to Bidders failure to obtain or maintain such insurance. Acceptance by Jordan Health of any other terms and conditions proposed by Bidder shall not abrogate or reduce the insurance obligations specified herein.

Waiver

The failure of Jordan Health to enforce any of the provisions of the Contract shall not be construed to be a waiver of such provisions or limit the right of Jordan Health thereafter to enforce each and every provision.

Termination

Jordan Health may terminate the Contract in whole or in part at any time if Bidder fails to comply with any of the Terms, including without limitation, by making late delivery or performance, or by delivering defective or non-conforming goods or services. If the Contract is terminated for cause, Jordan Health shall not be liable to Bidder for any amount, and Bidder shall be liable to Jordan Health for any and all damages sustained by reason of the default which gave rise to the termination.

Warranties

Bidder represents and expressly warrants that:

- All goods or services ordered to specifications shall conform thereto, and to the drawings, samples or other descriptions furnished by Jordan Health, or that if not ordered to specifications, they shall be free from defects, suitable for the purpose intended, including, if Bidder knows or has reason to know the particular purpose for which Jordan Health intends to use the goods or services, fit for such particular purpose, safe and appropriate for the purposes for which goods and services of that kind are normally used, of good quality and workmanship, and in accordance with applicable industry standards;
- Bidder shall provide adequate and competent staff and supervision thereof, and shall in all respects perform with at least that degree of care, skill and diligence normally exercised by persons regularly engaged in Bidder's business or profession;
- Bidder shall comply with all applicable laws, ordinances and regulations of governmental authorities and with the rules and regulations of Jordan Health, its funding agencies, and its insurers in its performance under the Contract;
- Bidder (and each person or entity, if any, acting for or on behalf of Bidder) has all licenses, certificates, and other professional credentials required by law to perform the Purchased Services; and
- Bidder, its employees and subcontractors are not debarred from participation in any program of the government of the United States, and Bidder shall immediately notify Jordan Health if it or they become subject to such debarment during the performance of the Contract.

Bidder shall, at its own expense, replace or correct any goods or re-perform any services which are not as warranted promptly upon receipt of notice from Jordan Health. Bidder agrees to proceed with the correction of any defects in a manner satisfactory to Jordan Health. Bidder shall assume all risks of loss or damage to goods which are to be corrected or replaced pursuant to this warranty remedy from the date on which Bidder is notified of the defect or nonconformity until the corrected goods or replacements are received at destination designated by Jordan Health. Alternatively, Jordan Health may at its option repair such defective goods at Bidder's expense. This warranty shall expire at the end of 12 months after final acceptance of goods or services by Jordan Health. These warranties are in addition to those otherwise offered by Bidder. Bidder's warranty shall run to Jordan Health, its successors, assigns and customers, and third party users of products or services provided by Jordan Health. The Bidder shall insert the provisions of this clause, including the paragraph in all subcontracts under the Contract.

Laws Governing Employment

Bidder shall comply with all applicable New York State and Federal laws governing the employment relationship including the Equal Pay Act, the Occupational Safety and Health Act, the Uniformed Services Employment and Re-Employment Act of 1994, and the Fair Labor Standards Act. The Contract is funded in part by U.S. Government-sourced funds and of a character specified in the Contract Work Hours Standards Act (40 U. S. C. 327.330) is subject to, and Bidder shall comply with, Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

Equal Opportunity

The Contract is funded in part by U.S. Government-sourced funds and is not exempt under the rules and regulations of the Secretary of Labor issued pursuant to the Executive Order No. 11246 of September 24, 1965, "Equal Employment Opportunity," as amended and supplemented, is subject to, and Bidder shall comply with, all provisions of Executive Order No. 11246 of September 24, 1965, as amended and supplemented, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Disputes

Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by good faith negotiations may, at the discretion of Jordan Health, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules conducted in Rochester, New York. Bidder hereby consents to any such disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction.

Additional Clauses

The following clauses, to the extent required by law or Jordan Health's contract or grant award from the U.S. Government as constituted on the date of the Contract, are hereby incorporated herein by reference: OFFICIALS NOT BENEFIT, COVENANT AGAINST CONTINGENT FEES, DISCLOSURE OF INFORMATION, CONVICT LABOR, BUY AMERICAN ACT; NOTICE OF LABOR DISPUTES; UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS; UTILIZATION OF SMALL BUSINESS CONCERNS; and any other provision of applicable federal law or regulation which by its terms is required to be flowed down in the Contract, except that as used in said clauses, the terms "contract," "contractor," and "Contracting Officer," shall be deemed to refer respectively to "purchase order," "Bidder," and "Jordan Health." Upon request of the Bidder, Jordan Health shall furnish the Bidder with copies of the clauses identified herein.

Federal Certifications

Lobbying Certification

(a) The Bidder certifies, to the best of its knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(b) The Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (c) The Bidder shall disclose specified information on any agreement with lobbyists whom the Bidder will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
- (d) The Bidder shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- (e) The reporting requirements enumerated in this section regarding the Lobbying Certification shall not apply to the Bidder with respect to:
 - (i) Payments of reasonable compensation made to its regularly employed officers or employees;
 - (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or sub grant that does not exceed \$100,000; and
 - (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

- (1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- (a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- (a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - (b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Smoke Free Environment

All Jordan Health locations are smoke-free environments as required by Public Law 103-227, also known as the Pro-Children Act of 1994 (the “Act”). By submission of this proposal, the Bidder certifies that it shall comply with the requirements of the Act and shall not allow smoking within any portion of any Jordan Health location or property. The Bidder agrees that it shall require that the language of this certification be included in any subcontracts that all subcontractors shall certify accordingly.

Interpretation

The terms and conditions stated in the Contract, including the Terms, shall constitute the entire agreement between Jordan Health and Bidder, and no modification thereof shall be binding upon Jordan Health unless made in writing and signed by its authorized representative. Failure of Jordan Health to insist on strict performance of any terms and conditions herein shall not be deemed a waiver of any right of remedy that Jordan Health shall have or of any subsequent default thereunder. In the event of a conflict between the Contract and these Terms, these Terms shall govern. The laws of the State of New York shall govern the rights of the parties hereto as well as the construction and effect to be given to every provision hereof.

Independent Contractor

Bidder is an independent contractor, and shall not act or purport to act as an agent, representative or employee of Jordan Health. Bidder shall determine the means and methods of performing its services. Bidder shall supply all equipment, tools, materials, parts, supplies and labor (and the transportation of the same) required to perform except as Jordan Health has otherwise agreed in writing. Jordan Health shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of Bidder or its agents or employees, which may be brought onto Jordan Health premises or stored at Jordan Health premises except for damage caused by direct and sole negligence of Jordan Health. Prior to bringing any material or supplies for which the manufacturer or supplier has produced a safety data sheet (formerly referred to as a material data safety sheet), Bidder shall provide notebooks containing a safety data sheet for each cleaner, solvent or other material for which a safety data sheet is required. The notebooks will be labeled with Bidder’s name and will be placed in each Jordan Health location served by Bidder. Bidder shall provide three (3) additional notebooks to the Director of Operations. Bidder shall update each notebook as safety data sheets are updated or upon the introduction of new materials requiring a safety data sheet. Bidder shall not introduce such materials or supplies into any Jordan Health location without the prior authorization of the Director of Operations.

Attachment C
Insurance Specifications for Bidders

Bidder shall, at its own expense, maintain insurance as outlined below with minimum limits as referenced. **Other than policy #4, Jordan Health shall be named as an additional insured on each policy and shall be listed as “Anthony L. Jordan Health Corporation.”**

- (1) Commercial General Liability (1986 ISO form or later) with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis.
- (2) Auto Liability (including owned, hired and non-owned autos): \$1,000,000 combined single limit (each accident) written on an occurrence basis.
- (3) Excess Liability: \$3,000,000 minimum limits in excess of underlying limits. The umbrella shall be no more restrictive than underlying coverage.
- (4) Worker’s Compensation and Employer’s Liability: Statutory New York State limits.
- (5) Professional Liability, if applicable: Minimum limits of \$1,000,000. Coverage shall be maintained for at least four years subsequent to the termination date of this contract; during such four-year period, Bidder shall assure that there is no change to the retroactive date of coverage.

These coverage’s and limits are to be considered minimum requirements under this contract and in no way limit the liability of the Bidder.

This insurance shall be written by a company licensed to do business in New York State with a minimum rating of AVII.

Each policy shall provide for notification to Jordan Health thirty (30) days prior to termination, material change or restrictive amendments. The insurance companies issuing the policies shall have no recourse against Jordan Health for payment of any premiums or for any assessments under any form or policy. Jordan Health reserves the right to request copies of insurance policies.

The insurance policies referred to above shall be primary insurance ahead of any insurance carried by Jordan Health with respect to the Contract. Bidder shall furnish written consent of the insurer to the primacy of these policies if requested by Jordan Health.

Bidder shall provide a certificate of insurance to Jordan Health evidencing this coverage prior to performance of the Contract, annually during the term of the Contract, and annually for three years thereafter at policy renewal dates. This certificate of insurance should also note any self-insured retention/deductible amounts for each policy. The certificate of insurance shall be mailed to:

Anthony L. Jordan Health Corporation
82 Holland Street, Rochester, New York 14605
Attn. Nathaniel V. Sheppard Director of Operations

Attachment D
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(See Next Page)

Attachment E
Certification of Independent Proposal
 (Reproduce this Certification on your firm's letterhead.)

BY SUBMISSION OF THIS BID, BIDDER CERTIFIES THAT:

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 matter 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 been disclosed by the Bidder and will not 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.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] 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:
 (Attach an additional page to the certification if additional space is required.)

Signed by: _____
 Name: _____
 Title: _____

Date: _____