

CJII Grantee Application to Provide Peer-to-Peer Training and Technical Assistance

I. Goal of the Application

The goal of this CJII Grantee Application is to identify grantees under the Manhattan District Attorney's Office (DANY) Criminal Justice Investment Initiative (CJII), who are experts in providing peer-to-peer training and technical assistance (TTA) in various programmatic areas, and to engage these grantees to provide TTA services to other CJII grantees. Successful applicants will join the CJII TTA Consortium's peer competition pool. Specific TTA work assignments will be awarded through mini-competitions resulting in the issuance of Task Orders. **Current members of the CJII TTA Consortium should not submit an application in response to this solicitation.**

II. Purpose of the Application

DANY has committed to investing funds through its CJII to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Since CJII was established in 2016, more than 50 grantees have been selected to receive funding under this initiative.

The CJII grantee community represents a broad range of organizations. In terms of personnel, approximately 55% have more than 100 employees, while approximately 25% have 15 or fewer employees. Operating budgets also vary. Approximately 40% operate at \$20 million or more per year, while another 40% operate at under \$5 million per year. The establishment or longevity of organizations varies across grantees. Approximately 70% have been operating for 30 years or more, 20% operating between 11-29 years, and 10% operating for 10 years or fewer.

For more information about CJII and the grantees and programs selected under this initiative, please visit www.cjii.org.

Last year, CJII grantees were invited by ISLG to identify opportunities for growth, enhancement, or improvement within their programs, through a self-assessment survey. Following this survey, DANY released two solicitations (released November 1, 2018 and closed December 7, 2018) to identify experts to support the grantee community in addressing areas where they expressed interest: a Request for Proposals for Training and Technical Assistance Consulting, which solicited external consultants, and a companion CJII Grantee Application to Provide Peer-to-Peer Training and Technical Assistance. Selected providers formed four competition pools of the CJII TTA Consortium, a strategic, operational, programmatic, and peer pool. The peer pool consists

of ten members.¹ At this time, DANY is interested in identifying additional CJII Grantees to join the peer competition pool of the CJII TTA Consortium and provide peer-to-peer training. For more information about the CJII TTA Consortium, please visit <http://cjii.org/focus-areas/tta/>.

III. Timeline and Submission Instructions

1. Release Date of Application: Wednesday, October 23, 2019.
2. Questions: Questions about this Application may be submitted in-writing through the CJII application portal at <http://cuny-islg.fluidreview.com>. Questions and requests for clarification must be submitted by Wednesday, November 6, 2019 at 11:59pm EST.
3. Answers to all questions will be available as an addendum to this Application by 11:59pm EST on **Friday, November 15, 2019**. It will be the responsibility of applicants to check the CJII website to remain up-to-date regarding all addenda issued for the current Application. Any addenda will be posted here: <http://cjii.org/category/opportunities/>.
4. Proposal Due Date: Proposal submissions are due by **Tuesday, November 26, 2019**, at 11:59pm EST. Proposals should be submitted via <http://cuny-islg.fluidreview.com>.
5. Failure to submit a proposal by the due date and time may result in the proposal being considered non-responsive to this Application and not considered for award. Unless an addendum to this Application is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
6. Anticipated Contract Date: Early 2020

IV. The Peer-to-Peer TTA Initiative

The following principles will guide the TTA initiative:

1. Adopting a participatory approach to identifying and delivering TTA needs
2. Measuring the impact of the TTA investment initiative over time
3. Fostering strong relationships with and between CJII grantees
4. Adopting a trauma-informed approach to all TTA offered
5. Disseminating what we learn to CJII grantees and external thought partners

CJII grantee experts will be expected to provide TTA to CJII grantees in one or more of the following ways:

1. Facilitate peer-to-peer group learning exchanges
2. Facilitate cross-grantee group workshops/trainings
3. Provide individual grantee support
4. Implement Train-the-Trainer models

¹ The peer competition pool of the CJII TTA Consortium, formed through the CJII Grantee Application to Provide Peer-to-Peer Training and Technical Assistance released on November 1, 2018, has ten members currently: The Center for Court Innovation, College & Community Fellowship, Community Connections for Youth, The Door-A Center for Alternatives, The Eagle Academy Foundation, Graham Windham, Joe Torre Safe At Home Foundation, The New York Center for Children, New York Committee for Occupational Safety and Health, and the Osborne Association.

DANY seeks CJII grantee experts to provide TTA in one, some, or all of the programmatic areas listed below:

1. Program design: Supporting grantees to
 - a. Develop and/or revisit program logic models to ensure all services are well defined and fully aligned with program goals
2. Program fidelity: Supporting grantees to
 - a. Develop and/or revisit program materials and curricula that are responsive to client needs and are used in the delivery of services
 - b. Codify program materials and curricula for training and/or dissemination to peer organizations
3. Outreach: Supporting grantees to
 - a. Clearly define target population/s and design a strategy for identifying, engaging, and screening clients
 - b. Develop and/or enhance outreach strategies for recruiting clients who meet program criteria
4. Intake and assessment: Supporting grantees to
 - a. Design and/or enhance a structured and evidence-informed intake and assessment process that staff implement uniformly and engages clients in the development and ongoing refinement of their service plan
5. Service Delivery: Supporting grantees to
 - a. Develop and/or enhance trauma-informed policies and procedures, staff supervision to implement trauma-informed care, and trauma-informed program delivery
 - b. Develop and/or enhance a strengths-based approach across programs and organizational practice
 - c. Develop and/or enhance capacity to deliver culturally and linguistically-appropriate, and population-specific services and capacity to make referrals when necessary to meet the specific needs of clients
 - d. Develop and/or enhance staff training and infrastructure for staff training on key approaches/skills, including but not limited to:
 - Best practices to promote positive outcomes amongst children and adolescents (e.g., positive youth development, serving youth populations with blended service needs)
 - Strengths-based approaches to address behavioral health needs (e.g., motivational interviewing, mental health 101, harm reduction, crisis intervention and management, de-escalation and grounding)
 - Coaching and transformative mentoring
 - Credible messenger approach
 - Group facilitation
 - Restorative justice
 - Best practices and approaches for immigration-related issues (e.g., policy implications for programming, immigration and trauma, engaging and supporting mixed status families)

- Enhanced response to crime victims (e.g., domestic violence 101, trafficking, commercial sexual exploitation of children (CSEC), child abuse recognition, non-traditional victims, teen dating violence)
 - Workforce development and economic empowerment
- e. Develop and/or enhance approach to participatory program development by including voices of program participants and historically excluded groups within communities with which the organization works and ensuring that those voices have clear influence in programming.

V. Anticipated Contract Specifications

DANY anticipates awarding multiple contracts to CJII grantee experts to deliver the TTA described above. It is anticipated that the term of contracts awarded under this solicitation will be from January 2020 to December 2020. Contracts will be in substantially the same form as the template attached to this solicitation as Appendix A.

Applicants selected under this solicitation will join the peer competition pool of the CJII TTA Consortium, thereby being eligible to compete for Task Orders. As TTA needs arise, DANY has and will continue to issue Requests for Work Proposals (RFPs) to Consortium members; the RFPs describe the scope of work and budget for solicited TTA work assignments. Consortium members will be invited to submit a work proposal (i.e. a mini-proposal generally not to exceed five pages) in response. RFPs will be issued by email and Consortium members will submit their work proposals by email. Consortium members will have a minimum of ten business days to respond to a RFP. Applicants selected for TTA provision following their work proposal submission will be issued a Task Order.

Applicants that are selected under this solicitation are advised that no minimum or maximum contract amount or payment is guaranteed. The City University of New York Institute for State and Local Governance (ISLG) will manage the applicants selected and provide oversight and guidance to them throughout the lifetime of the initiative. The Research Foundation of CUNY (Research Foundation) will distribute funds to applicants funded under this initiative.

The Manhattan District Attorney's Office is committed to measuring outcomes for CJII initiatives and disseminating that information so that others may learn from and build on it. Contractors awarded a Task Order will be required to provide ISLG with process information on a regular basis.

VI. Proposal Content and Format

Applicants should structure their submission in multiple parts as listed below. Each item below should be uploaded as a separate document to the CJII Application Portal.

- **Cover Letter:** The cover letter should state the proposed type of TTA the applicant wishes to provide, and an authorized representative of the applicant should sign and date it. (1 page maximum)

- **Proposed TTA Approach Narrative:** Applicants should describe how they approach delivering TTA in general. In addition to specific approaches, applicants can present frameworks and/or strategies for effective TTA that are most likely to achieve the goals of this solicitation. (2 page maximum)
- **Prior Relevant TTA Experience:** Applicants should describe their successful relevant experience and the proposed key staff and subcontractors (if any) they would engage. (2 page maximum)
- **Level of Organizational Capacity:** Describe the applicant’s organizational capacity by indicating the time the applicant has been in operation and provided services relevant to this solicitation. Indicate the number of clients the applicant has provided with TTA in the previous calendar year, with a description of the services provided and any data describing outcomes. Applicant should attach resumes of the key staff who will be providing the work. (1 page maximum, excluding resumes of key staff)
- **Price Proposal Narrative:** Applicants should submit a price proposal and narrative that includes hourly rates of key staff titles anticipated to provide the services described above. Price proposals should include OTPS costs, such as anticipated travel, fringe and other expenses, listed separately from personnel costs. Applicants should provide a description of additional expenses included in the hourly rates. The preferred IDC rate is 17% or below, and applicants should provide justification for and a description of any such rate requested. (2 page maximum including any tables and charts)

Applicants should adhere to the following formatting requirements:

- All submissions should be single-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins.
- Charts, figures, footnotes, endnotes, and references do not need to be double-spaced.
- Pages should be paginated.
- Proposals should not contain hyperlinks. All relevant information should be included in the body of the proposal. Reviewers will not visit external websites when evaluating proposals.

VII. Evaluation Criteria

The following criteria will be used to identify the winning proposals, alongside other goals/priorities of the initiative stated in this solicitation:

- Quality of proposed TTA approach: 35%
- Prior relevant TTA experience: 35%
- Level of organizational capacity: 20%
- Price proposal: 10%

VIII. Proposal Evaluation and Contract Award

An evaluation team selected by DANY will evaluate and rate proposals based on the evaluation criteria described above, and make award recommendations to DANY. Although discussions

may be conducted with applicants submitting acceptable proposals, DANY reserves the right to award contracts based on initial proposals received, without discussions; therefore, the applicant's initial proposal should contain its best technical and price terms. Contract awards will be made to the applicants whose proposals are determined to be the most advantageous to DANY, taking into consideration the price, the recommendations of the evaluation team, and such other factors and criteria as set forth in this solicitation.

DANY will make all funding decisions. DANY reserves the right to fund none, one or multiple applicants, based on the proposals received in response to the solicitation.

**CRIMINAL JUSTICE INVESTMENT INITIATIVE
TRAINING AND TECHNICAL ASSISTANCE
UMBRELLA AGREEMENT**

This agreement (the "Agreement") is entered into by and between Research Foundation of The City University of New York on behalf of the CUNY Institute for State and Local Governance ("ISLG"), hereinafter referred to as the "RFCUNY", located at 230 West 41st Street, 7th Floor, New York, New York 10036 and [Contractor], hereinafter referred to as "Contractor", located at [Address].

WHEREAS, ISLG issued an CJII Grantee Application ("Application") dated [DATE], (Appendix A) seeking a qualified pool of contractors to participate in a consortium to provide training and technical assistance ("TTA") to grantees under the New York County District Attorney's Office ("DANY") Criminal Justice Investment Initiative ("CJII"); and

WHEREAS, the Contractor submitted a proposal in response to the Application (the "Proposal"); and

WHEREAS, the Contractor having been selected as part of the pool of qualified contractors is ready and able to perform these services pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

The term of performance shall be for a period from January 2020 to December 31, 2020 unless sooner terminated pursuant to the terms of this Agreement. The RFCUNY reserves the right and the option, at its sole discretion, to renew this Agreement for additional terms of up to two (2) years.

ARTICLE 2. SCOPE OF SERVICES

A. GENERAL

The Manhattan District Attorney's Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Since CJII was established in 2016, more than 50 grantees have been selected to receive funding under this initiative.

The intent of this agreement is to establish Contractor as a member of a consortium of experts to provide TTA to the CJII grantee community as part of a wider strategy to support grantees to enhance their capacity, increase collaboration, and position themselves for sustainability after CJII funding has ended. To that end, ISLG will facilitate mini-competitions through which it may award specific work assignments to contractors chosen from a pool of pre-selected consortium members designated as eligible to compete for work assignments in specified areas of expertise. Contractor indicated its expertise and the

Appendix A: Umbrella Agreement

categories of work for which it is eligible and interested in its Proposal (Appendix B). To be considered for a specific work assignment, Contractor must submit a Work Proposal pursuant to the protocol set forth in Article 3 below.

The City University of New York Institute for State and Local Governance (ISLG) will manage the applicants selected under this Application and provide oversight and guidance to them throughout the lifetime of the initiative. The Research Foundation of CUNY (Research Foundation) will hold the contracts, distribute the funds and serve as the fiscal administrator to awarded applicants funded under this initiative.

ISLG shall specify the expertise and activities required for a project in a Request for Work Proposal and the resulting Task Order(s). Each Task Order shall provide a specific scope, budget, payment structure and schedule of the services required. The terms and conditions below shall be applicable to all Task Orders issued under this Agreement.

Work assignments will be offered, and mini-competitions held, throughout the period of this Agreement, as the need for services arises.

ISLG does not guarantee that the Contractor will receive a specific volume of work, a specific total contract amount, or a specific task order value.

B. AREAS OF TRAINING AND TECHNICAL ASSISTANCE EXPERTISE

Members of the consortium will provide a broad range of TTA expertise across the specific areas listed in the Application and summarized below:

- Strategic support in areas including: governance, leadership, partnerships, fundraising and communications
- Operations support in areas including: financial management, performance monitoring, human resources development, and administration
- Programmatic support in areas including: program fidelity, outreach, intake and assessment, and engagement

ARTICLE 3. MINI-COMPETITION PROTOCOL

A. ELIGIBILITY:

- 1) ISLG shall designate the Contractor as eligible to compete for work assignments in specified area(s) of expertise based on Contractor's Proposal.
- 2) Contractor, and other eligible consortium members, as appropriate, shall be invited via a Request for Work Proposals to bid on a specific task within its area(s) of expertise through mini-competitions. If the Contractor's Work Proposal is selected by the mini-competition, ISLG will work with the Contractor to finalize a scope of work that is formalized in the Task Order.

B. FORM:

- 1) To initiate a mini-competition ISLG shall transmit a Request for Work Proposals by email to the Contractor's email address provided in the Proposal. Contractor shall be responsible for notifying ISLG of a change in its email address and for ensuring that it is able to receive email from ISLG.
- 2) Responses to a Request for Work Proposals shall be submitted by email to an address specified in the Request for Work Proposals and will be due ten (10) business days from the date of the Request, unless a longer period is specified.

C. CONTENT OF MINI-COMPETITION:

- 1) ISLG shall issue a Request for Work Proposals that includes an anticipated scope of work, expected time frame, desired approach and cost or cost range, as applicable.
- 2) The Work Proposal submitted by the Contractor shall include: a summary of the task objectives; the proposed approach which includes a description of the work to be performed; key staff; deliverables; budget; and budget narrative, including subtasks, hours and start/end dates.

D. REVIEW CRITERIA:

- 1) ISLG shall evaluate Work Proposals based on criteria and scoring set forth in the Request for Work Proposals that may include proposed approach, subject matter expertise, technical requirements, quality of proposed staff and adequacy of staffing plan, availability/timing and cost.
- 2) ISLG will negotiate a Task Order with the selected contractor(s) whose Work Proposal meets both the substantive and technical requirements of the work assignment, and is determined to be the most advantageous to DANY and ISLG, taking into consideration the price, on-the-ground experience or special expertise, and such other factors or criteria which are set forth in the Request for Work Proposals.

E. TASK ORDERS:

- 1) Task Orders will be issued pursuant to the outcomes of the mini-competitions.
- 2) Each Task Order shall specify the following:
 - a) A description of the individual project for which services are required;
 - b) The names of all personnel assigned to the project, and their job titles;
 - c) The services to be performed by the Contractor, key staff, summary of activities, timeline;
 - d) The method of payment, budget amount, and deliverables;

Appendix A: Umbrella Agreement

- e) The time-frame for completion of services;
 - f) Additional terms and conditions, if required based on the proposed work.
- 3) ISLG reserves the right to modify the Task Order in writing after consultation and written agreement with the Contractor.

ARTICLE 4. ADMINISTRATIVE PROVISIONS

- A.** The Contractor shall meet or have a call with ISLG within 14 calendar days of being awarded a work assignment for a particular project through a mini-competition in order to discuss the work assignment, work schedule, expectations regarding ISLG's involvement and, methods of communication with ISLG.
- B.** The Contractor shall participate in biweekly, monthly or bimonthly status calls as specified by ISLG, in addition to phone and/or in-person meetings at a frequency to be determined by ISLG according to the needs of the particular project.
- C.** For open Task Orders, the Contractor shall provide quarterly status reports, within thirty (30) calendar days following the end of the quarter, unless otherwise specified by ISLG. The quarterly status report shall include but not be limited to the following:
 - a) The start and end dates of the quarter
 - b) A description of the tasks, deliverables, and other activities completed during the quarter
 - c) The expected dates of submission of remaining deliverables
 - d) A description of any challenges the Contractor experienced during the quarter and ways those challenges were or will be addressed
- D.** All subcontractors must be approved by ISLG prior to commencing any work under this Agreement and shall be bound by the applicable terms and conditions of this Agreement.
- E.** The Contractor shall deliver the services described in this Agreement in accordance with high standards of professional quality as generally and customarily defined within the appropriate industry.
- F.** The Contractor shall participate in such discussions and meetings with ISLG personnel that may be reasonably necessary to satisfactorily fulfill the Contractor's obligations under this Agreement.

ARTICLE 5. TERMS OF PAYMENT

The total amount payable under each Task Order shall be based upon the agreed upon deliverables-based fees listed in the Task Order. Invoices shall be submitted, and payments will be made, in accordance with the terms of Article 4 of Appendix C.

ARTICLE 6. CONTROLLING ORDER

The performance by the Contractor shall be in accordance with this Agreement, which includes, in addition to this base agreement, the following documents that are attached: Appendix A (the CJII Grantee Application), Appendix B (the Proposal), Appendix C (General Terms and Conditions) and Appendix D (Draft sample invoice).

In the event of any conflict between a Task Order issued hereunder and a provision of any other document that is part of this Agreement, the Agreement shall take precedence, except that with respect to the scope of services to be performed, the provisions of the Task Order shall take precedence.

In the event of conflict between the provisions of documents constituting the Agreement (excluding the Application and Proposal), the Application, and the Proposal, the controlling order shall be (1) Agreement (excluding the Application and Proposal), (2) the Application, and (3) the Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers.

Research Foundation of the
City University of New York

[Contractor Name]

By: _____
(signature)

By: _____
(signature)

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

The CJII Grantee Application

APPENDIX B

Contractor's Proposal

APPENDIX C

General Terms and Conditions

1. GENERAL PROVISIONS

By signing this Agreement the Contractor makes the certifications and assurances as stated in Paragraph 26 herein and also assures that it will comply with all applicable terms and conditions of the DANY Memorandum of Understanding.

2. CONTACTS

The contacts for invoicing and notices are listed below. Either party may designate an alternate contact person in the future by giving written notice to the other party.

Research Foundation- _____

ISLG- _____

Contractor- _____

3. SCOPE OF WORK

Contractor shall perform the services as set forth in Article 2. Scope of Services and any and all Task Orders.

4. BUDGET AND INVOICING

The Contractor shall submit invoices to RFCUNY and ISLG for deliverables submitted and approved by ISLG within thirty (30) days after receiving approval from ISLG, or on a different schedule agreed to between the Contractor and ISLG. Each invoice shall be on Contractor's letterhead and will be accompanied by all necessary documentation, as requested and in accordance with the Task Order and fee schedule. The invoice shall be submitted to RFCUNY and ISLG via email to the following

addresses: CJII@rfcuny.org and CJII-Invoices@islg.cuny.edu, and include all information set forth in the sample invoice, attached hereto as Appendix D.

The final invoice for a Task Order shall be submitted by the Contractor within thirty (30) days after the expiration of a Task Order, unless another time period is agreed to between the parties. If the final invoice is not received within thirty (30) days after expiration or by the alternate agreed-upon date of submission, it may be processed at the sole discretion of RFCUNY. In the event of termination, the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination. Costs upon termination will be paid in accordance with Paragraph 8 herein.

5. INDEPENDENT CONTRACTOR STATUS

A. The Contractor and RFCUNY agree that the relationship of Contractor is as independent contractor to RFCUNY.

B. All experts, consultants or employees of the Contractor who are employed by the Contractor to perform work under this Agreement are not employees of RFCUNY. Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on RFCUNY for the acts, omissions, liabilities or obligations of the Contractor, its directors, officers, employees, agents and contractors.

C. Contractor shall be solely responsible for all physical injuries and/or death to its agents or employees or to any other person arising from the performance of its work under this Agreement or for damage to any property sustained during its work on the project under this Agreement. The Contractor shall be solely responsible for the safety and protection of all of its employees.

6. ASSIGNMENT and SUBCONTRACTING

A. Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations or duties, without the prior written consent of RFCUNY or ISLG. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

B. Contractor shall not subcontract any portion of the performance obligations of this Agreement without prior written approval of ISLG, unless such subcontract is identified within a Task Order.

7. TASK ORDER MODIFICATION and NO-COST EXTENSION

A Task Order may be modified only by a written instrument executed by both parties, except a no-cost extension to a Task Order may be issued by the submission of a RFCUNY Payment Request, signed by ISLG and acceptable to RFCUNY, or if

requested by Contractor, an email from ISLG extending the term of the Agreement. **In no event shall the Agreement be extended beyond the term of the DANY Memorandum of Understanding.**

8. TERMINATION

A. RFCUNY shall have the right, upon thirty (30) days' prior written notice, to postpone, delay, suspend or terminate the Agreement, Task Order, or any part thereof which the Contractor is engaged to perform, at any time and for any reason in RFCUNY's interest. Contractor shall be entitled to payment of allowable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed or deliverables properly provided prior to the date of postponement, suspension or termination.

B. If the DANY Memorandum of Understanding is terminated, this Agreement and all Task Orders will be terminated as soon as required by the Sponsor. Pending approval of DANY, Contractor shall be paid allowable costs up to and including the date of termination or such reasonable part of the fee as shall apply to services properly performed or deliverables properly provided prior to the date of postponement, suspension or termination.

C. RFCUNY shall have the right to immediately terminate this Agreement or a Task Order in the event of material breach of this Agreement or a Task Order, including but not limited to non-performance or noncompliance with the Assurances and Certifications contained in Paragraph 26. At the sole discretion of RFCUNY, Contractor shall be paid allowable costs up to and including the date of termination.

9. REPORTS

Unless otherwise stated in a Task Order, Contractor shall provide reports as required upon the request of ISLG.

10. RECORDS

Contractor shall maintain documents for all charges incurred under this Agreement. The books, records and documents of the Contractor insofar as they relate to work performed or money received under this Agreement shall be maintained for a period of six (6) full years from the date of final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the RFCUNY or DANY. The financial statements of the Contractor shall be prepared in accordance with generally accepted accounting principles.

11. NOTICES

The mailing of all notices, by certified mail, addressed to the Contractor shall be deemed sufficient notice to the Contractor.

A facsimile or email notice to the Contractor contact in Paragraph 2 and a copy sent via First Class Mail at the address referred to on the Agreement Cover Page shall also be deemed sufficient notice to the Contractor.

12. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall indemnify RFCUNY against and hold RFCUNY harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including attorney fees and court costs, resulting from the negligent acts, fault or default of the Contractor, its directors, officers, employees, agents and contractors.

In the event that Contractor is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Contractor agrees to indemnify the RFCUNY to the extent that is allowed by the law that limits the Contractor.

13. INSURANCE

A. Contractor will, at its expense, maintain at all times during the term of this Agreement or any amendment thereto, general liability insurance and/or a program of self-insurance for property damage and bodily injury to cover the performance of this Agreement. In no event shall the insurance limits be less than \$1,000,000 per occurrence for property damage and bodily injury. The policy shall be obtained from an insurer licensed to do business in the State of New York and the insurer shall have a Best's rating of no less than B+. Each insurance policy will name RFCUNY as additional insured and will contain a clause requiring the insurer to give the RFCUNY at least 30 days' prior written notice of any alteration in the terms of such policy or cancellation. If the Contractor is self-insured and cannot provide a Certificate of Insurance naming RFCUNY as an additional insured, then a statement must be submitted by Contractor's authorized signatory, risk manager, or principal indicating the same. Upon execution of this Agreement, Contractor will deliver to RFCUNY a certificate evidencing such insurance.

B. Execution of this Agreement by the RFCUNY is conditioned upon receipt of the appropriate Certificate of Insurance.

C. The parties anticipate that insurance requirements set forth in Paragraph 13(A) above are sufficient to carry out the work contemplated under this Agreement, and that there is no need for additional insurance coverage; however, the Contractor acknowledges that during its performance of this Agreement, should any circumstance(s) arise which would warrant a need for additional insurance coverage, the RFCUNY may request the Contractor to obtain such additional insurance coverage.

14. INTELLECTUAL PROPERTY AND PUBLICATION

- A. Contractor shall retain ownership of any intellectual property created pursuant to this Agreement (“IP”). RFCUNY and ISLG shall retain a royalty-free, worldwide, non-exclusive license to IP to reproduce, publish, or otherwise use any items or materials patented and/or copyrighted for internal research and educational purposes.
- B. Contractor agrees to consult with ISLG prior to publication or other disclosure of the results of the work produced under this Agreement to ensure that no proprietary information is being released. Proposed publications based on the work performed pursuant to this Agreement shall be submitted to ISLG for review thirty (30) days prior to publication. ISLG shall have thirty (30) days from receipt to review the publication and to advise of any changes.

15. INFRINGEMENTS

The Contractor agrees to indemnify and hold RFCUNY harmless to the extent allowed by law for any damage or loss or expense sustained by RFCUNY as a result of any infringement by the Contractor of any copyright, trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws principles. All disputes, including tort claims, arising out of or related to this Agreement shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees to submit to jurisdiction of State Federal or Supreme Court located in New York State, New York County.

17. ORDER OF PRECEDENCE

In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied:

- 1. DANY Memorandum of Understanding
- 2. The Agreement, including this Appendix C: General Terms and Conditions
- 3. A Task Order

18. GENERAL RELEASE

Payment of the final invoice under a Task Order shall operate as and shall be a release to RFCUNY from all claims for payment to the Contractor, its successors, legal

representatives and assigns for anything done or furnished under the provisions of the Task Order.

19. ONE YEAR LIMITATION

No action shall lie or be maintained against RFCUNY upon any claim based on a Task Order or arising out of a Task Order or out of anything done in connection with a Task Order unless such action is commenced within one year after the termination or expiration of the Task Order.

20. NON-WAIVER

Any failure or delay of the RFCUNY in exercising or enforcing the strict performance of any of the Contractor 's obligations under this Agreement or in exercising or enforcing any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver by the RFCUNY of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the RFCUNY.

21. ENTIRETY OF AGREEMENT

This Agreement with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

22. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of any duties under this Agreement when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

23. PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement and in no way affect the Agreement.

24. COUNTERPARTS and e-SIGNATURES

This Agreement and any Task Order may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one executed agreement. The parties agree that

execution of this Agreement by exchanging facsimile, PDF, or e-Signature (as defined below) signatures shall have the same legal force and effect as the exchange of original signatures. Pursuant to this Agreement, e-Signatures shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that (a) is unique to the person making the signature; (b) uses a technology or process to ensure the signature is under the sole control of the person making the signature; (c) uses a technology or process that can identify the person using the technology or process; and (d) has an electronic signature that can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document.

25. SEVERABILITY

If any part of this Agreement or a Task Order is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement or a Task Order, which other part or provision shall remain in full force and effect.

26. ASSURANCES and CERTIFICATIONS

EXPORT CONTROLS

A. Contractor agrees to comply and reasonably assist RFCUNY, upon request, in complying with, all applicable U.S. Government export and import laws and regulations, including but not limited to U. S. Department of Commerce Export Administration Regulations (EAR), 15 CFR 730-774, as applicable, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, as applicable.

B. Contractor agrees that it will not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by ITAR, EAR, the Office of Foreign Assets Control (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other government agency that requires said approval without first obtaining the appropriate license.

C. Contractor confirms that any confidential information disclosed during the course of the work herein will not contain export controlled technology or technical data identified on any U.S. export control list, including but not limited to the Commerce Control List (CCL), 15 CFR 774 and the U.S. Munitions List (USML), 22 CFR 121.

D. In the event, the Contractor intends to provide export controlled information, the Contractor will inform RFCUNY thirty (30) days prior to the release of such export controlled technology or technical data. Export controlled information will not be released to RFCUNY or CUNY personnel without prior written consent of the RFCUNY. If the U.S.

government imposes a fine or penalty upon the RFCUNY because of the Contractor's failure to notify the RFCUNY, Contractor agrees to indemnify and hold the RFCUNY harmless from any and all resulting fines and penalties from such omission.

CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

A. Contractor agrees that it: (a) will comply with the Title VI and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color and national origin; (b) Title IX of the Education Acts of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Sections 503/504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, (P.L. 92-255), as amended; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

B. Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

C. In the event of the Contractor's noncompliance with the Equal Opportunity clause of this Agreement or any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by the RFCUNY.

PROTECTION OF HUMAN SUBJECTS

A. If this Agreement involves the use of human subjects, the Contractor agrees that the rights and welfare of human subjects will be protected in accordance with the Code of Federal Regulations, 45 CFR Part 46, subpart A, "Protection of Human Subjects" including the Federal Policy for the Protection of Human Subjects and the regulations of the Office for Human Research Protections (OHRP) in HHS, the federal agency charged with ensuring compliance with the human research participants.

B. Upon request the Contractor will submit evidence of approval of the Contractor's Institutional Review Board indicating the review and approval of the human subjects' research protocol for this project.

PRIVACY AND SECURITY OF PERSONAL HEALTH INFORMATION

If Contractor is a covered entity pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Part 160 and Subparts A and E of Part 164 or P. L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Contractor represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Agreement shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

CLEAN AIR AND WATER ACT

The Contractor agrees: (a) to comply with all the requirements of the Clean Air Act, as amended and the Federal Water Pollution Control Act, as amended respectively, relating to inspection, monitoring entry, reports, and information, as well as other requirements specified in the Clean Air Act and the Federal Water Pollution Control Act, respectively, and all regulations and guidelines issued thereunder before the award of this Agreement; (b) that no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date that this Agreement was awarded unless and until EPA eliminates the name of such facility or facilities from such listing; and (c) to use its best efforts to comply with clean air standards and clean water standards at the facility in which this Agreement is being performed.

CERTIFICATION REGARDING VICTIMS OF TRAFFICKING

Contractor's signature on this Agreement constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L. 109-164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Contractor further certifies that it will notify the Federal government in the event of violation by any employee.

NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Contractor certifies that it shall be subject to, and comply with, the New York State Information Security Breach and Notification Act (the "Act") (N.Y. Gen. Bus. Law § 899-aa), if applicable. Contractor agrees to notify RFCUNY immediately if it has cause to believe that any applicable data received or prepared under this Agreement may have been obtained by an unauthorized person as defined in the Act and that Contractor will consult with RFCUNY prior to, during and after any required notifications. Contractor agrees to be solely responsible for any required notifications and agrees to indemnify RFCUNY against any damage due to a breach of security caused by Contractor.

CARE OF LABORATORY ANIMALS

If the work under this Agreement involves the use of laboratory animals, the Contractor agrees that it will comply with the applicable portions of the Animal Welfare Act (P.L. 89-544, as amended, (P.L. 91-579 and 94-279) U.S.C. 2131 at seq.), and will follow the guidelines prescribed in DHHS Publications No. 86-23 Rev. 1985 or succeeding revisions (NIH) "Guide for the Care and Use of Laboratory Animals." If using animals, as specified in NIH GUIDE, Vol. 14 No. 8 June 25, 1985, Contractor shall comply with regulations cited therein and provide RFCUNY with an approval from an appropriate institutional committee that the policy requirements are being met.

CONFLICT OF INTEREST

The Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between the Contractor's family, business or financial interests and its services under this Agreement. The Contractor will notify the RFCUNY of all changes in any of the interests listed above during the term of this Agreement and any amendments thereto. The RFCUNY reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed by this paragraph will disqualify the Contractor from performing the services called for by this Agreement.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor's signature on this Agreement constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify RFCUNY. In the event Contractor fails to notify RFCUNY, this Agreement will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, such failure to notify is considered a material breach of this Agreement. In the event the Contractor or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Agreement will terminate immediately pursuant to Paragraph 8(C), as debarment, suspension, ineligibility and voluntary exclusions are each considered a material breach.

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/reg/docs/ida2012.pdf>. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list ("prohibited entities list") of "persons" who are engaged in "investment

Appendix A: Umbrella Agreement

activities in Iran” (defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Contractor certifies that it is not included on the prohibited entities list. Contractor further certifies that it will not contract with any organization that is identified on the prohibited entities list. If at any time Contractor or any organization it contracts with is added to the prohibited entities list it shall immediately notify RFCUNY.

COMPLIANCE WITH LAWS

The Contractor shall perform all services under this Agreement in accordance with all applicable laws and regulations as are in effect at the time such services are performed.

June 2019 (revised)

APPENDIX D

Draft Sample Invoice