

AGREEMENT

This Agreement ("Agreement") is between the **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

Applied DNA Clinical Labs, LLC ("Contractor" or "ADCL"), a Delaware corporation having its principal place of business at 25 Health Sciences Drive, Suite 120, Stony Brook, New York 11790.

The parties hereto desire for Contractor to provide the College with COVID-19 Testing Services for the entire College community of faculty, staff and students ("**Services**").

Term of Agreement: September 1, 2021 through August 31, 2022, with two (2) additional one-year options to renew at the sole and absolute discretion of the College.

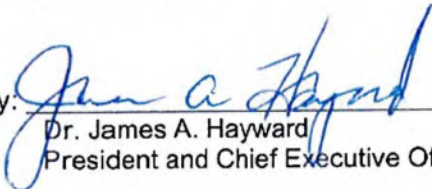
Total Cost of Agreement: Shall be as set forth in **Exhibit E**, attached hereto.


Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached hereto and made a part of this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Applied DNA Clinical Labs, LLC
FID: 85-1417659
Tel.: (631) 240-8800

Suffolk County Community College

By: 
Dr. James A. Hayward
President and Chief Executive Officer

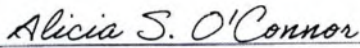
By: 
Dr. Edward T. Bonahue
President

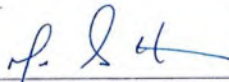
Date: 18 Aug 21

Date: 8/24/21

Approved as to Legality:
Suffolk County Community College

Approved: _____

By: 
Alicia S. O'Connor
College Deputy General Counsel

By: 
Mark D. Harris, DBA
Vice President for Business
& Financial Affairs

Date: 08/19/2021

Date: 08.19.2021

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EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on June 24, 2021; and

Whereas, the Contractor submitted a proposal in response to such RFP on July 15, 2021; and

Whereas, the College has selected the Contractor to provide the services as set forth herein; and

Now, therefore, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

1. Contractor Responsibilities

a. Services

The Contractor shall provide Services as described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, the Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in

whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Contractor agrees to promptly reimburse to the College the balance of any funds advanced to the Contractor by the College. Upon termination, any funds paid to the Contractor by the College which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to the Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

The Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of Contractor's negligent acts or omissions relating to the Services described in Exhibit D. The Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for the Contractor. Unless otherwise specified by the College and/or the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
- e. In the event the Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that the Contractor's status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating

or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

10. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

11. Nonsectarian Declaration

The Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County,, New York or the United States District Court for the Eastern District of New York.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. The Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

Any records, reports or other documents of the College and/or the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental

to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

20. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

21. Copyrights and Patents

a. Copyrights

If the work of the Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the College and/or the County reserves, and the Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Contractor hereby gives to the College and/or the County, and to any other New York State municipality or government agency or body designated by the College and /or the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

EXHIBIT B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit B collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non-Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov>.

End of Text for Exhibit B

EXHIBIT C

Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Mark D. Harris, DBA
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL-232
Selden, NY 11784-2899

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

2. Notices Relating to Insurance

Any communication, notice or claim relating to payment by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

3. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and County:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D

Description of Services

Contractor shall provide COVID-19 Testing Services for the entire College community of faculty, staff and students in accordance with the Scope of Work contained in the College's RFP and the Proposed Services / Products contained in Contractor's proposal, both of which are attached hereto as Exhibit D.

EXHIBIT D
Description of Services

Scope of Work

The Consultant shall provide COVID-19 Testing Service for Suffolk County Community College (“College”) on an as-needed basis in accordance with the following requirements:

1. Consultant shall be responsible for the full management of three (3) separate testing sites, one at each campus location. Consultant shall supply all necessary trained personnel, as well as all personal protective equipment, testing supplies, shipment containers and packing equipment, and cleaning supplies.
2. Consultant shall operate testing facilities on the dates and times determined by the College. Testing schedule will include weekdays, evenings and Saturdays.
3. Consultant shall be responsible for the timely pick-up and shipment of samples to the lab for analysis.
4. Processing of samples and results shall be reported within twenty-four (24) hours utilizing a HIPAA-compliant online platform.
5. In the event of a positive case, Consultant shall notify the designated College Administration personnel, as well as the individual who has a positive test.
6. Consultant shall perform contact-tracing by following up with individuals testing positive and reporting the details of the contact tracing to the designated College Administration personnel within twenty-four (24) hours of diagnosis.
7. The online platform shall have authenticated SSO access (CAS preferred) and provide secure access to a device agnostic and hosted browser-based environment for the purpose of:
 - a. Student/employee identification, test registration, result reporting.
 - b. Administrator dashboard for configuration and results access for reporting and analysis.
 - c. Ability to extract testing result data, both individually or collectively, via secure file transfer methods and/or authorized user file data extract.
 - d. Ability to customize the end user interface for branding purposes.
8. Consultant shall provide any necessary training on the use of the online platform for the designated College Administration staff.
9. Consultant shall manage all email communication to students and staff notifying them when testing is available and notifying them when they are not in compliance with the College’s testing requirements.
10. Consultant shall adhere to the agreed upon Service Level Agreement (SLA) provided at the

time of RFP and agreed to by the College which details the guarantees of minimum system performance, including but not limited to, system up-time; bandwidth utilization; systems update scheduling; support/help desk availability; and support/help desk response time. The Consultant shall adhere to the remediation set forth in the SLA that will be made to the College if it fails to meet the benchmarks established in the SLA.

11. As protocols and testing requirements are updated by SUNY, the College will modify its guidelines. Consultant shall modify the testing schedule and regularity of testing accordingly and submit a proposed testing schedule to the College for review and approval. The College reserves the right to cancel all testing at any time, if it is deemed that it is no longer a requirement for the safe operation of the College.

End of Text for Scope of Work

Proposed Services / Products

2. **Proposed Services / Products are directly aligned to the Section III Scope of Work**
 - a. Understanding of Service Requirements, Management Techniques and Approaches
 - i. Description of how ADCL will respond to each point in the Scope of Work document:
 - a. **ADCL takes responsibility for full management of three (3) separate testing sites**, one at each campus location (Riverhead, Brentwood, and Selden).
Services include trained personnel, personal protective equipment, testing

supplies for sample collection, shipping containers, and packing equipment and cleaning supplies.

At these locations, we propose a model based on other successful large-scale sample collection programs, in which indoor space is permanently assigned by SCCC to sample acquisition.

Check-in: A trained greeter will scan or key enter Participant ID into the CLEARED4 system to verify eligibility for testing and subsequently offer a Kit to the Participant. Either Participant or Greeter will scan Kit ID to register to Participant.

Collection: Collection space will be staffed at exit and at front tables, all with visibility to sampling process and to ensure proper sampling. Each collection facility will have a video and signage demonstrating sample collection, cleaning and results reporting, and will be outfitted by ADCL with plastic, easily cleaned tables, physically distanced in accordance with applicable, current guidelines with printed, laminated instructions for swabbing to collect samples and for sanitizing the table pre- and post-sampling.

Secure collection and storage: All samples will be securely stored in a lockbox and will be picked up by an ADCL courier on a fixed schedule and delivered to ADCL's testing laboratories in Stony Brook, New York.

- b. **SCCC will determine the Testing schedule:** ADCL requests the ability to optimize the testing schedule and staffing, with SCCC approval, based upon forecasted volume. The schedule will include weekdays, evenings, and Saturdays such that at the maximum rate of 200-300 samples per hour, the anticipated population of 12,000 students, faculty and staff on campus can be sampled weekly.
- c. **ADCL takes responsibility for timely courier pick-up and transport** of materials and samples back and forth from the three sites to its Stony Brook NY laboratory for testing services. SCCC will provide secure storage of ADCL materials inside its facilities.
- d. **Processing of samples and results shall be reported within 24 hours utilizing a HIPAA-compliant platform.**

ADCL utilizes a comprehensive health verification software platform, CLEARED4®, as an authorized reseller of this industry leader, (www.Cleared4Work.com). Since launching in April 2020, the platform has been

used by many organizations to issue over 12 million health access passes based on five critical value-add safety components. At its core, CLEARED4 enables businesses, schools, and venues to set customized rules for managing and reporting of COVID-19 status and then allow/deny access to a building or location or to trigger case management follow-up. Options include health surveys, uploading/accessing recent COVID-19 test results or showing/uploading vaccination proof. Data interfaces for inputs and outputs enable such functionality as integration with building access systems. The contract trace tool, enabled via RFID, enables quick outreach for positive cases to reduce risk of transmission.



Workflow: A high-level workflow of the safeCircle Program for SCCC is described here with further detailed descriptions to support minimum requirements, desired requirements and value-add offerings described in the respective sections below:

ADCL will conduct training for SCCC key personnel who will need to use, oversee, or interact with the CLEARED4 system and with ADCL staff regarding testing processes and results. ADCL will provide training aids for Participants.

ADCL will work with SCCC to configure CLEARED4 system's messaging / reminders / alerts sent to SCCC staff and/or Participants, system branding to reflect SCCC requirements, and role-based permissions for SCCC staff as directed by SCCC.

ADCL can register Participants onsite upon first sample collection session, as stated in the SCCC RFP ADDENDUM 2, Q63. **Participant profile registration information can also be entered by Participants prior to Day 1 or uploaded by ADCL to CLEARED4 ahead of the Day 1 session** from a SCCC-prepared .csv file containing all expected SCCC Participants, improving efficiency at the check-in desk. Either way, Participants may be added and deleted individually on an ongoing basis by either ADCL or by SCCC program administrators.

Participants will receive an email or text message (choice selectable by SCCC and/or Participant) to register for the system. Registration requires two-factor authentication. Upon registration, the Participant is sent a unique, personal url link as a “home page” for all interaction with the system using phone or computer.

SCCC will provide standing test orders by a SCCC-affiliated healthcare provider.

Participants will schedule appointments via their CLEARED4 webpage link using mobile phone or computer. Appointments can be scheduled as individual, repeating, and rescheduled as needed, with details described later in the document.

Appointment reminders will be sent to Participant, including day-of-test questionnaire for New York State reporting.

Once on-site, Participant’s ID card is scanned into CLEARED4 to validate permission to test and identity. The Participant is given a sample collection kit with a unique number pre-printed on the label in both bar code and human-readable format. That specific kit is assigned to a Participant with one of the following methods:

- For self-service, the Participant uses their personal unique url link to access the system with a mobile phone to scan or manually enter Sample Kit ID.
- For assisted service, on-site staff will scan or enter Sample Kit ID.
- In either case, ADCL staff will verify the sample owner’s identity when the kit is dispensed and by monitoring the sample collection area.
- Sample collection date and time are automatically time-stamped in the system for reference and reporting as desired.

Insurance confirmation: Insurance information required for reimbursement is stored in the CLEARED4 platform in the Participant profile. On-site staff will confirm with Participant that it is still current at the time of on-site testing. Updates can be made at any time.

Sample Transport: Samples will be picked up by ADCL couriers multiple times per day for transport to our Stony Brook testing laboratory for processing. Couriers are also responsible for managing and replenishing on-site inventory of sample collection kits, cleaning supplies, PPE and other necessities for performing on-site operations.

A detailed explanation of ADCL’s testing methodology is as follows:

safeCircle pooled diagnostic testing service is based on the APDN-manufactured FDA EUA-authorized Linea™ COVID-19 Assay Kit which was developed and is manufactured by APDN, ADCL's parent company. The assay kit is a high sensitivity, high specificity PCR test with a limit of detection of 0.625 genomic copies per microliter. In a reference panel promulgated by FDA to assess the sensitivity of all PCR COVID-19 tests, the Linea COVID-19 assay kit scored in the top 1/3 of all tests for sensitivity. The Linea COVID-19 assay kit is FDA EUA-authorized to be used for asymptomatic screening and diagnostic testing for reporting results to individuals.

ADCL is a New York State CLEP-CLIA certified lab (CLIA certificate# 33D2187353, PFI# 9546) following standard practices, documented in Standard Operating Procedures, and utilizing industry leading equipment and software including Hamilton STAR for sample pooling; ThermoFisher KingFisher™ for RNA extraction; ThermoFisher QuantStudio Dx for RT-PCR; ThermoFisher Platform for Science® for lab operations; Ellkay CareEvolve® and CLEARED4 for accessioning, physician order management, reporting to physicians / patients / NYS DOH Electronic Clinical Laboratory Reporting System (ECLRS), and sample processing database. SCCC Participant user experience is only with CLEARED4.

ADCL commits to facilities, equipment and staffing levels that support SCCC’s planned testing levels. For lab operations, our current capacity and method for scaleup is shown in the table below, which illustrates ADCL throughput based on the number of testing lines implemented, assuming a positivity rate less than 5%. ADCL currently implements a single testing line, with the equipment in-house to rapidly implement a second testing line should there be sufficient testing demand.

# of Testing Lines	Number of Samples per 24-hour Day	Number of Samples per 7-day Week
1	5,520	38,640
2	10,560	73,920

Lab staff currently supports the 1-line model, with an additional shift requiring 2 Accessioners and 3 Clinical Lab Scientists. The ADCL HR team is experienced in rapid recruitment of clinical scientists, leading to the current ADCL technical

staff which are qualified and certified to initiate the SCCC testing services operations. To specifically address SCCC testing requirements at the 22,000 Participant model on 1-line, ADCL will hire additional staff with the plan at this time to add 1 Program Manager, 1 Lab Supervisor, 2 Accessioners and 3 Clinical Lab Scientists, scalable to SCCC's actual/forecasted demand. ADCL would be pleased to arrange internships with the SCCC Career Development office and to use the nearby Stony Brook University Hospital clinical scientist training program as a potential hiring pool.

ADCL has a third-party backup / reference laboratory testing service in place.

- e. **Turnaround time (TAT) for testing results** is defined from the time a sample is checked into the software platform onsite until the time results are reported using a HIPAA-compliant platform. TAT will be within 24 hours, inclusive of reflex individual diagnostic testing of samples contained in a positive pool.
- f. **In the event of a positive case, qualified ADCL staff will notify** the designated College Administration personnel, as well as the individual who had the positive test. The initial notification to College Administration personnel will take place through the HIPAA-compliant CLEARED4 system. Communication to the individual will take place via phone call with all interactions logged in the CLEARED4 call notes functionality. SCCC will provide a script to be used by ADCL staff related to such topics as regulations for quarantine and seeking of medical care. Physicians will receive diagnostic test reports via fax (or other preferred, agreed-on method) and are responsible for medical follow-up.
- g. **ADCL will perform contact-tracing** by following up with individuals testing positive and reporting the details of the contact tracing to the designated College Administration personnel within 24 hours of diagnosis. ADCL staff will ensure that the individual is aware of their status and provides responses to a questionnaire provided by SCCC, including a question on whether the individual has begun quarantine. ADCL will submit these questionnaire and responses to SCCC. SCCC is responsible for further monitoring of the individual's appearance on campus.

The CLEARED4 platform supports contact tracing using "tags" to quickly identify a list of Participants who should be traced if there was possible exposure to a symptomatic individual, or someone tested positive. Tags can be added to each individual profile to define such attributes as athletic team-mates, on campus

living quarters, classrooms, sports teams. With a quick filter of the administrative dashboard, these groups can be highlighted and reported.

- h. **ADCL will use the CLEARED4 online health verification platform** to fulfill RFP requirements in the COVID-19 testing program. It uses a unique method to provide secure access to a device-agnostic hosted browser-based environment. Participants will receive an email or text message (choice selectable by SCCC and/or Participant) to register for the system. Registration requires two-factor authentication. Upon registration, the Participant is sent a unique, personal url link as a “home page” for all interaction with the system whether using phone or computer, including:
- a. This unique url is a confirmation of Participant identification when registering for appointments; is used as a confirmation of identity to link to a specific sample collection Kit ID number. Results reporting are sent within the system to the Participant’s phone number via text message or to their email address.
 - b. Administrators also receive a unique url for the purposes of accessing the CLEARED4 program dashboard to configure its parameters and to view results reported to take action or to provide analysis.
An example of Basic parameters include:
 - welcome and notification messaging to Participants
 - scheduling function timing to match SCCC hours of operation
 - Contact tracing Participant profile tagsAdvanced parameters available if desired include:
 - i. Use of vaccination tracking
 - ii. Use of health surveys
 - c. CLEARED4 can be used to issue to Participants’ mobile phones GreenPasses for people who are COVID-free, tested but unvaccinated. If desired, BluePasses can be issued to the mobile phone for people who are vaccinated. These passes can be shown when individuals arrive at a building, scanned to create a check-in status or connected to access control systems to open doors for health individuals.
 - d. Testing result date, both for individuals and for the program as a whole, can be extracted by role-based permissioned users from the system via

- file download or can be viewed via filters real-time on the color- and shape-coded dashboard.
- e. SCCC branding may be applied to the system, both on the mobile user interface and the program dashboard.
 - i. ADCL will provide training to SCCC Administrators on the use and configuration of the system to meet College goals. ADCL will also provide marketing materials which may be used by SCCC in promoting the program.
 - j. ADCL will use the CLEARED4 platform to manage all email or texting communications with Participants via reminders and customized messages to notify them of testing schedules and to provide reminders of upcoming appointments and to notify them of non-compliance with the Program. Accountability for disciplinary actions for Participants who are out of compliance remain with SCCC.
 - k. ADCL will adhere to the SLA commitments and remediations provided in Section 2.a.i.k.vi which includes parameters set forth in the Scope of Work.
 - l. ADCL understands that the SCCC protocols and testing requirements are set by SUNY and could change or be canceled at any time. ADCL will modify the testing schedules and regularity of testing according to any new guidance, subject to approval by SCCC.
 - m. ADCL financial process is: As more thoroughly described in the Cost Proposal below, CLEARED4 will collect health insurance information from each Participant during the online enrollment process. ADCL will use this information in the CLEARED4 platform to submit claims to each Participant's health insurance company through FHP.
- ii. **ADCL proposes the following testing schedule** for each campus location, aligned to required service levels, designed to minimize wait times and lines. Proposed session schedules per SCCC RFP are 10 hours on weekdays, 9:00am – 7pm, and 4 hours each on Saturday and Sunday, 10:00am – 2pm. SCCC will provide preliminary schedule requirements a month in advance of each semester.
- To best optimize schedules, a final agenda will be set once when more information on campus attendance and class schedules is known.
- However, for planning purposes, our experience indicates the following hours per week will be required for sampling. On-site staffing levels will vary from 2 to 4 staff members, assisted by a courier who will help to package and manage samples and materials

inventory. It is requested that ADCL and SCCC review staffing versus demand on an ongoing basis to optimize schedules, resourcing and cost while delivering expected customer service levels.

Use of the CLEARED4 scheduling application can assist in creating a deliberate and steady flow through the system for these durations.

Campus	Total Population	Fall 2021 Population	Weekly Testing		Hours/Week	
			Low	High	20%	40%
			20%	40%	20%	40%
Ammerman Selden	14,000	7,000	1,400	2,100	40	60
Grant Brentwood	10,000	5,000	1,000	1,500	29	43
Eastern Riverhead	4,000	2,000	400	600	11	17

- iii. **ADCL propose the following implementation schedule** to begin operation on campus on September 2, 2021. Activities and timeline can be shortened and optimized with collaboration of SCCC to align to business needs:

Week of	Actions			
	Administrative / Program	On-Site	Software	Testing
19-Jul	Vendor Selection			
26-Jul	-Contracting -Program Plan	-Requirements -Recruiting	-Requirements -Customizations	-Requirements -Recruiting -Inventory purchases
2-Aug		-Define hours and routes -Package laptops, etc.	-Configuration -SCCC Review	-Setup SCCC configurations -Package sample kits
9-Aug	Marketing planning	Training	Training	Training
16-Aug	Communications to Participants	-Setup workstations, signage, sample stations	Customer Support / Teaching	Testing End-to-End
23-Aug	Pilot - 100 people site 1			
30-Aug	Pilot - 100 people site 2, 3			
2-Sep	Go-Live			

- iv. **ADCL utilizes the CLEARED4 online platform to meet the requirements outlined in the Scope of Work, with the following detailed descriptions of key features of the platform, including example reporting:**

Details of the CLEARED4 platform are described in Sections 2.a.i.d-h.

This is a short checklist aligned to requirements of the SOW and sample reports:

- a. SOW #4 - The platform is HIPAA-compliant.

- b. SOW #5 – College Administration and Individuals will be notified of results via the platform and via call (for positives). Since the system is configurable, the channel, configuration and messaging will be guided and approved by SCCC.
- c. SOW #6 – The system can efficiently guide detailed investigations via a contact tracing function that includes Tags and Groups assigned to a Participant’s profile. The system can send data to a campus badge access system to gate Participants’ access to campus should they test positive, if desired. We will investigate whether the Contact Tracing Questionnaire can be built into the system.
- d. SOW #7 – CLEARED4 architecture is confirmed to support SSO/SAML and acceptance of files via API, with custom software development and additional cost required. Participants will receive an email or text message (choice selectable by SCCC and/or Participant) to register for the system. Registration requires two-factor authentication. CLEARED4 supports two-factor authentication for all administrative and end-user access to PHI information, performed by sending a text code to a Participant’s cellphone to confirm along with a strong password for administrators. Upon registration, the Participant is sent a unique, personal url link as a “home page” for all interaction with the system using phone or computer.
 - a. Participant identification, test registration and results reporting are communicated through access on mobile phone or laptop via a personal unique url assigned during system registration using two-factor authentication.
 - b. Administrators access for configuration and results access for reporting and analysis is through a Program Dashboard using 1 of 5 roles (Owner, Admin, Supervisor, Support, Test Scheduler) with further limit to only populations to which they are assigned via the use of “tags” and “groups”.
 - c. Extracts of testing result date, both individually and collectively is easily accomplished via filtering, and .csv downloads from pre-designed user reporting in the Admin dashboard:

CLEARED4WORK
 Safely Reopening Our World™

Dashboard
 Users
 Audit Log
 Messages
 Contact Tracing
 Imports
Reports
 Settings

Health Status Legend

- Low Risk
- Some Risk
- High Risk
- Not Answered
- Email sent
- SMS Reminder
- Email & SMS Reminder
- No Notifications
- Repeat Survey
- Checked In
- Checked Out
- Scheduled Test

Version 2.1
 Sat 19, 2021 8:05:29 AM

Name	Health Status
Ashley Heather12 3 days to RepeatTest	[Health Status Bar Chart]
Ashley Test RepeatTest valid for 303 days	[Health Status Bar Chart]
Rayyan RepeatTest valid for 303 days	[Health Status Bar Chart]
Ashley Heather Test99 10 days to RepeatTest	[Health Status Bar Chart]
ASHLEY HEATHER RepeatTest valid for 309 days	[Health Status Bar Chart]
Future PositiveTest 8 days to RepeatTest	[Health Status Bar Chart]
Pippa Hodgkins 11 days to RepeatTest	[Health Status Bar Chart]
ASHLEY HEATHER 11 days to RepeatTest	[Health Status Bar Chart]
Valiava Peruman 1 day to RepeatTest	[Health Status Bar Chart]
Rayyan	[Health Status Bar Chart]

Pre-configured .csv file downloads by date range are available in these formats:



- d. Branding can be customized in logo on both Admin and Mobile user experience
- e. SOW #9 – The system can be used to generate emails and text messages for scheduling notifications and compliance
- v. **ADCL requires the following functional and technical resources from SCCC**, during both implementation and ongoing periods: Project Manager, Lead Administrator as main point of contact, IT point of contact, "HR"/compliance contact to guide policies and decisions which arise in the program.
- vi. **ADCL proposes the following Service Level Agreement (SLA)** against which both ADCL and SCCC can measure, monitor and remediate the outcomes of the Program:
 - a. **Help Desk Support and Response Time for College Program Administrators** aligned to SCCC hours of operation (7am – 11pm Monday through Friday and 9am – 4pm on Saturday and Sunday as defined in ADDENDUM 3, Q12) with the following structure:
 - a. Tier I – The CLEAR4 platform is configured to allow access to SCCC Administrators to answer or direct adhoc questions which may arise

- b. Tier II – ADCL will provide a web-based support structure to allow frequently asked questions to be guided in a self-service manner and a call center option for phone discussion for more complex issues.
 - c. Tier III – ADCL and CLEARED4 subject matter expert staff will provide phone support at this level of escalation from SCCC authorized administrative staff. Some issues may be redirected to SCCC for resolution if related to College policies and procedures.
 - b. **Minimal system performance, including system uptime:** CLEARED4 uptime is 99.9%
 - c. **System update intervals and scheduling:** CLEARED4 performs 6 to 8 update pushes per quarter, released in off hours, typically weekends between midnight and 4am EST.
 - d. **Bandwidth utilization:** CLEARED4 is mostly data, not images or video and so has a very low bandwidth consumption.
 - e. **Testing turnaround time** – 24 hours from time sample is assigned to a Participant in the system to the time that results are reported
- Remediation for not meeting SLA parameters will be finalized at time of contract discussions.
- vii. **ADCL will provide training to College Administrators** who will interact with the system to monitor notifications, run reports, configure system parameters, and communicate with Participants. Training will be conducted via online sessions and in User Guide documentation. Given ADCL's close proximity to SCCC campuses, on-site support can be made available for requested situations.
 - viii. **ADCL maintain communications with SCCC Administrators** via an assigned SCCC-specific Customer Support representative as required within the SLA response time commitment. This individual will be backed-up by other representatives in the ADCL Support Team. A Help Desk ticketing system may be used to facilitate tracking, knowledge-base, and responses.
 - ix. **Specific or special qualifications** – We have sufficiently addressed our capabilities within the body of the document.
- b. **VPAT** – The CLEARED4 application has not been thoroughly reviewed for W3C's Web Content Accessibility Guidelines ("WCAG"). It can be noted that it does not utilize dynamic web content such as audio or video and is therefore not relevant to Web Accessibility Initiative Accessible Rich Internet Applications Suite ("WAI-ARIA"). CLEARED4 will cooperate with the College to

address accessibility issues that are identified or arise after execution of the contract or after procurement and will work to resolve any accessibility issues identified by the College

c. **HECVAT** – This file is attached separately to the Proposal submission email.

d. Anticipated Issues and Resolutions

- i. **Optimizing Participant workflow and staffing:** It is ADCL's and SCCC's desire to optimize staffing to sample testing needs to manage costs and staff resources in the best of our combined interests. The demand will fluctuate during the school year and it is ADCL's intent to remain flexible for needs. While the RFP states that sampling centers must remain open for extended periods, we would hope that this constraint will become flexible during the contract period, with approval by SCCC.
- ii. **Communications:** ADCL and SCCC desire a program which keeps the campus free from COVID-19 and is fast, easy and accurate to administer. Communications between our organizations is one of the keys to success and we would look forward to frequent interaction for planning, monitoring and escalation/remediation of questions and issues.

End of Text for Exhibit D

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

See, ATTACHMENT 1, Contractor's Cost Proposal, annexed hereto.

**ATTACHMENT 1
 Cost Proposal**

Program Fee:

- A. 90 hours per week.....\$65,000 per month**
- Monday through Friday: 3 Sites at 5 hours per day during timeslots determined by your needs.
 - Saturday and Sunday: 3 sites at 2.5 hours per day
 - College can distribute the total allocated hours per day to each of the campuses based on the population and class schedule, as needed
- B. 57 hours per week.....\$49,000 per month**
- Monday through Friday: 3 Sites at 3 hours per day during timeslots determined by your needs
 - Saturday and Sunday: 3 sites at 2 hours per day
 - College can distribute the total allocated hours per day to each of the campuses based on the population and class schedule, as needed

Sampling volume will continue to be evaluated against this staffing model. Should volume fall below levels that warrant the above staffing, we will revisit the staffing and associated program fee with SCCC.

Per Sample Fee: \$15

With a fixed program fee, per-sample pricing is fixed, irrespective of volume of samples collected per month

Optional Service: Contact Tracing Fees

The College may elect to engage Applied DNA for contact tracing services. In the event the College opts to select this additional service, fees will be in accordance with the following schedule:

Population	Fee (Monthly)	No of Positive Cases/Month included in Fee	Fee for Additional Cases (Per Person)
Up to 3,000	\$5,000	5	\$150
3,001 to 12,000	\$7,000	25	\$150
12,001 to 22,000	\$10,000	35	\$150
Over 22,000	To Be Negotiated		

*Population is defined as the number of students and staff that are actively testing each week and could potentially require contact tracing services.

Contract tracing services include:

- Dedicated case manager
- Execution of SCCC’s Contact Tracing Protocol and procedures
- Cleared4 provides the capability to identify groups, such as sport teams who are often Close Contacts, in the enrolled population to facilitate contact tracing.

SSO Implementation for the entire College population (students and staff): \$12,000

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for COVID-19 Testing Services, issued June 24, 2021, together with any Addenda thereto, is attached hereto as Exhibit F.

**Request for Proposal - R21-006
COVID-19 Testing Services**

**Contract No. 24-CC-150
Suffolk County Community College
Advertised June 24, 2021**

**Request for Proposals (RFP)
for
COVID-19 Testing Services
Suffolk County Community College**

Technical Questions Due: July 7, 2021, no later than 4:00 PM

Proposer's Conference: N/A

Proposals Due: July 15, 2021, no later than 12:00 p.m.

For additional information, contact:
Seema Menon
Associate Administrative Director of Business Operations
menons@sunysuffolk.edu

Due to the current COVID-19 health concerns, a complete copy of the proposal must be submitted electronically by email by the specified proposal submission due date and time.

Late Proposals Will Be Rejected

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Section I

Administrative Information

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2. Background Information
3. Coordinating Departments
4. Evaluation Committee
5. Administrative and Technical Questions
6. Proposer's Conference
7. Due Date for Proposals
8. Number of Copies
9. Proposal Format
10. Selection Process
11. Award Criteria
12. RFP Policies and Procedures

Section II

Award Criteria

1. General Qualifications
2. Proposed Services/Products
3. Cost Proposal

Section III

Scope of Work

Section IV

Model Agreement

Section V

Forms and Legal Appendices

**Section I
Administrative Information**

1. Purpose of RFP

Suffolk County Community College (College) invites proposals (Proposal(s)) from qualified companies (Company/Consultant) to provide COVID-19 testing services for students and staff.

It is anticipated that one contract will be awarded with a term of one (1) year and two (2) renewal options, each for a one-year period to be exercised at the College's discretion. The terms of each option period shall be as mutually agreed upon by all parties.

2. Background Information

The College is a non-residential, public, two-year institution with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located in downtown Sayville and Riverhead. The College annually enrolls approximately 22,000 students and is a unit of the State University of New York (SUNY).

Students who are enrolled in on-campus classes or are present at any of the College campuses or satellite locations for student related services or other events, are required to be tested for COVID-19. The same applies for College employees. Through June 30, 2021, students and employees who are on campus at least one day per week to attend class or report to work, respectively, have been tested once each week during the weeks they are on campus.

The College currently participates in a SUNY testing program that uses pooled saliva testing with reflex testing performed on any positive pooled sample to isolate the positive individual. Testing is done randomly (i.e. not by department or office), across the College. Student athletes are tested weekly and, during post season playoffs, they are required to test 96 hours prior to National Championships and show proof of a negative result to participate.

There is a testing site on each campus, and testing is conducted at each location several days a week, including some Saturdays. On average, this past semester we have conducted 6,000-7,000 tests a month. The following is the College's current COVID-19 Pooled Saliva Testing Calendar for the months of June through September:

<https://www.sunysuffolk.edu/coronavirus/covid-testing-schedule.jsp>

We anticipate there will be approximately 12,000 students and employees on campus each week for the Fall semester. Below is the link to the Fall 2021 academic calendar:

<https://www.sunysuffolk.edu/explore-academics/academic-calendar/academic-calendar-first-six-week-summer-2021.jsp>

Testing requirements will be determined by SUNY. As per New York State guidance, and pending full vaccination approval by the U.S. Food and Drug Administration (FDA), SUNY will require all in-person students to be vaccinated against COVID-19 before returning to campus this fall. Although employees are not required to be vaccinated, we anticipate that those who are, will be required to test once per month, while those who are *not* vaccinated will continue to test weekly. Therefore, it is our expectation that all on-campus students and vaccinated employees will be required to test once a month.

As protocols and testing requirements are updated by SUNY, the College will modify its guidelines and require the Consultant to modify the testing schedule and regularity of testing accordingly. The College reserves the right to cancel all testing at any time, if it is deemed that it is no longer a requirement for the safe operation of the College.

3. Coordinating Departments

i. Prior to Award of Contract

The College's Office of Business and Financial Affairs (contact listed below) is responsible for coordinating the issuance of the RFP.

Contact: Seema Menon
Associate Administrative Director of Business Operations
Suffolk County Community College
Procurement Office
533 College Road
Selden, New York 11784-2899
menons@sunvsuffolk.edu

ii. After Award of Contract/Prior to Execution of Contract

The College's Office of Legal Affairs will be responsible for coordinating with Consultant regarding the negotiation and execution of the contract.

iii. After Execution of Contract

The Office of Business and Financial Affairs is responsible for administration of Consultant's contract, including payments.

4. Evaluation Committee

The Evaluation Committee will include, but not be limited to, individuals in the following roles: Assistant Vice President of Employee Resources; Chief of Staff; College Associate Dean of Nursing; College Associate Dean of Athletics & Special Events; College Director of Enterprise Applications; College Associate Director/Information Security Officer.

5. Administrative and Technical Questions

- a. **Administrative Questions** may be submitted by email to the contact listed in paragraph 3 above.
- b. **Technical Questions** must be submitted by email on or before **July 7, 2021 no later than 4:00 PM** to the contact listed in paragraph 3 above. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFP.
- c. **Office of Business and Financial Affairs is Sole Contact during RFP Process**

All communications during the RFP process should be directed to the Office of Business and Financial Affairs or, as appropriate, the College's Office of Legal Affairs. Communication with any other College or County employee or any member of the College Evaluation Committee or any incumbent company for the goods and services being procured pursuant to the RFP may be cause for disqualification from the RFP process.

6. Proposer's Conference

No proposer's conference is scheduled.

7. Due Date for Proposals

Proposals must be submitted to the attention of Ms. Seema Menon at the email address listed in paragraph 3 above by **July 15, 2021 no later than 12:00 p.m.** In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all companies.

8. Selection Process

The College will evaluate the submission through a point rating system, set forth below in Paragraph 11. The College may invite firms to make presentations to the Evaluation Committee to demonstrate their qualifications and approach to the project. The final selection will represent the best interests of the College.

9. Award Criteria

Proposals will be evaluated and ranked based on the award criteria below which is further described in Section II. Award Criteria:

	Points
a. General Qualifications	25
b. Proposed Services/Products	45
c. Cost Proposal	30
Total	100

10. Proposal Submission

a. Number of Copies

Due to the current COVID-19 health concerns, Proposers must submit **one electronic copy** of their complete proposal submission by the specified proposal submission due date and time. The proposal submission must be submitted as one file, and not separated into several attachments. The proposal must be emailed to menons@sunysuffolk.edu.

b. Proposal Format

Proposals must include the information requested below, and assembled in the order set forth in the Table of Contents checklist at the end of this Section I – Administrative Information. **Each section and sub-section must be clearly labeled, and the pages numbered. Further details of the Proposal Submission Format is provided at the end of this section.**

i. Table of Contents

A Proposal Checklist has been provided at the end of this Section I – Administrative Information, to assist with assembly and ensure completeness of the proposal package. This Proposal Checklist must be included as the first item of the Proposal and used as the only Table of Contents.

ii. Transmittal Letter on Company Letterhead

Signed by a corporate officer or an authorized agent of Company

iii. General Qualifications

iv. Proposed Services/Products

v. Cost Proposal:

(1) The Cost Proposal must be included as part of the proposal submission.

vi. Requested Changes to Model Agreement

Proposer should identify any items not set forth in the Model Agreement (reference Section IV) which Proposer requests be negotiated. **A lack of comments will be considered full acceptance of the contract terms on the part of the Proposer.**

vii. Form LL52 – Disqualification of Non-Responsible Bidders

One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This Form LL52 is included in the Section V entitled “Forms and Legal Appendices”.

viii. FTS Form – Statement of Non-Collusion in Bids or Proposals

One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This FTS Form is included in the Section V entitled “Forms and Legal Appendices”.

ix. Local Business Certification Form SCDP-8A (if applicable)

One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. Form SCDP-8A is included in the Section V entitled “Forms and Legal Appendices”.

x. SCEX Form 22 – Public Disclosure Statement

One original, signed by a corporate officer or an authorized agent of Proposer and notarized, must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. SCEX Form 22 is included in the Section V entitled “Forms and Legal Appendices.”

xi. Form DOL-LHE1/2 – Lawful Hiring of Employees

One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. These forms are included in the Section V entitled “Forms and Legal Appendices”.

xii. Living Wage Form DOL-LW1/38 (Not Applicable Under This RFP)

One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This Form LW-1 is included in the Section V entitled "Forms and Legal Appendices".

11. RFP Policies and Procedures

- a. All RFP documents are available for download from the Suffolk County Community College' website under the following link:

<https://www3.sunysuffolk.edu/About/809.asp>

The Office of Business and Financial Affairs has responsibility for maintaining a control list of all potential Proposers. Companies who intend to submit a proposal must complete "Bid-RFP Vendor Registration Form" included in the RFP documents and submit it to the contact person identified in Section I.

- b. It is the College's intent to select the Consultant that provides the best solution for the College's needs.
- c. Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.
- d. This RFP and the Company's response to this RFP, as may be subsequently modified in negotiations with the College, may be included as exhibits in any contracts that the College may execute with Company.
- e. The College reserves the right to amend this RFP. The College reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the College. The College reserves the right to request additional information from any Proposer. The College reserves the right to award negotiated contracts to one or more Companies.
- f. This RFP is not intended and shall not be construed to commit the College to pay any costs incurred in connection with any proposal or to procure or contract for any services.

- g.** The decision to award a contract shall be based on Proposer's ability to provide quality services and products and to comply with all applicable laws, rules and regulations, including without limitation the Local Preference Law and other Suffolk County local laws set forth in Section V entitled "Forms and Legal Appendices."
- h.** The College is required to comply with the Suffolk County Local Preference Law as amended. This local law establishes a preference for businesses located within Nassau and Suffolk Counties when selecting firms for award of consulting services contract(s). Proposers are encouraged to familiarize themselves with the provisions of this local law as this law may impact the selection process.
- i.** The award of any contract will be made as judged to be in the best interest of the College. The final selection of the company will be made by the College Evaluation Committee, including but not limited to, the representatives set forth in paragraph 4, entitled "Evaluation Committee" of Section I of this RFP.
- j.** The College General Counsel acts as counsel to the Evaluation Committee, but does not vote in the selection process.
- k.** Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein.
- l.** While the College is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the College, at the sole discretion of the College Evaluation Committee, may elect to interview all or some of the companies during the selection process and to request presentations, including demonstrations of products and services.
- m.** All IT systems and services are to be implemented through the College's Office of Information Technology Services (ITS) <http://www.sunysuffolk.edu/information-technology-services/>, and must meet College requirements for technology and information security. The College utilizes Ellucian's Banner ERP. Software or hosted systems that handle student or employee data are expected to have an acceptable method of interfacing with Banner. The College's Banner instance is hosted at SUNY's ITEC (<http://www.itec.suny.edu/>) facility in Buffalo and receives administrative support from SUNY's SICAS Center (<http://vm-sicas2.oneonta.edu/luminis/pages.main>). Systems that connect to Banner must also adhere to the networking and connection standards of both organizations.

- n. **EIT Accessibility Standards.** All electronic and information technology (EIT), including web-based EIT, delivered pursuant to the contract or procurement must be accessible to individuals with disabilities. EIT consists of information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information that will be deployed in connection with such technology, equipment or systems. Further, EIT includes, but is not limited to, telecommunications products, information kiosks and transaction machines, Internet and Intranet websites, web-delivered content, software, electronic books and electronic book reading systems, search engines and databases, multimedia, classroom technology, and office equipment.

Web-based EIT products provided pursuant to the contract or procurement must conform to the W3C's Web Content Accessibility Guidelines ("WCAG") 2.0 Levels A and AA, and the Web Accessibility Initiative Accessible Rich Internet Applications Suite ("WAI-ARIA") 1.0 where applicable for dynamic web content. For more information, refer to the College's Web Accessibility Policy, available at: <https://www.sunysuffolk.edu/accessibility/website-accessibility-policy.jsp>. Non-web-based EIT products provided under this Agreement must meet or exceed the applicable accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194 ("Section 508"). **Proposers must provide a Voluntary Product Accessibility Template ("VPAT"), accessibility testing results, or acceptable alternative for any preexisting software or hosted system, including third party software that the Proposer is delivering to the College. VPATs must be on version 2.0 or higher and created/updated within the last year.** Proposers must cooperate with the College to address accessibility issues that are identified or arise after execution of the contract or after procurement and must promptly resolve any accessibility issues identified by the College. If you have not created a VPAT for this product, you can find more information on the VPAT as well as a template here:

<https://www.section508.gov/sell/vpat>

- o. **PROPOSER'S SEXUAL HARASSMENT POLICY:** By submission of a proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal submission each party thereto certifies as to its own organization, under penalty of perjury, that the proposer(s) has/have implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

- p.** COLLEGE SEXUAL HARASSMENT POLICY: Proposers are advised that the College's Sexual Harassment Policy can be accessed using the following link:

<https://www.sunysuffolk.edu/legalaffairs/documents/equal-opportunity-anti-discrimination-policy.pdf>

The College has also adopted SUNY's Uniform Sexual Harassment Response and Prevention Policy Statement, which can be accessed at the following link:

<https://www.sunysuffolk.edu/legalaffairs/documents/e31sunyuniformsexualharassmentpolicystatement101818again.pdf>

TABLE OF CONTENTS

**This form MUST be included in your proposal as the only Table of Contents.
PROPOSAL MUST BE SUBMITTED IN THE ORDER LISTED BELOW.**

<u>TAB</u>	<u>ITEM</u>	Please check if Included
I.	TABLE OF CONTENTS	<input type="checkbox"/>
II.	TRANSMITTAL LETTER	<input type="checkbox"/>
III.	GENERAL QUALIFICATIONS	<input type="checkbox"/>
a)	General Information / Company History	<input type="checkbox"/>
b)	Expertise of Company and all proposed sub-consultants, including Qualifications and Experience of Personnel	<input type="checkbox"/>
i.	Experience	<input type="checkbox"/>
ii.	References	<input type="checkbox"/>
iii.	Staff Qualifications/Resumes, List of Sub-consultant(s), Organizational Chart	<input type="checkbox"/>
iv.	College/County Contracts	<input type="checkbox"/>
v.	Supplemental Information	<input type="checkbox"/>
vi.	M/WBE Utilization Information	<input type="checkbox"/>
c)	Quality Control	
i.	Operational Plan	<input type="checkbox"/>
ii.	Record and Reporting Systems	<input type="checkbox"/>
iii.	Operating Problems	<input type="checkbox"/>
d)	Financial Viability	
i.	Financial Statements	<input type="checkbox"/>
ii.	Indebtedness to County and/or College	<input type="checkbox"/>
iii.	Liens and Litigation	<input type="checkbox"/>
IV.	TECHNICAL PROPOSAL	<input type="checkbox"/>
a)	Understanding of Project Requirements, Management Techniques and Approaches	<input type="checkbox"/>
b)	Understanding of System Requirements and Submission of VPAT	<input type="checkbox"/>
c)	Higher Education Cloud Vendor Assessment Tool (HECVAT – Full Version) (applicable for Cloud Computing Software)	<input type="checkbox"/>
d)	Anticipated Issues and Resolution	<input type="checkbox"/>
V.	COST PROPOSAL	<input type="checkbox"/>

**Request for Proposal - R21-006
COVID-19 Testing Services**

**Contract No. 24-CC-150
Suffolk County Community College
Advertised June 24, 2021**

<u>TAB</u>	<u>ITEM</u>	Please check if Included
VI.	REQUESTED CHANGES TO MODEL AGREEMENT	<input type="checkbox"/>
VII.	FORM LL52 – DISQUALIFICATION OF NON-RESPONSIBLE BIDDERS	<input type="checkbox"/>
VIII.	FTS FORM STATEMENT OF NON-COLLUSION	<input type="checkbox"/>
IX.	LOCAL BUSINESS CERTIFICATION FORM SCPD-8A	<input type="checkbox"/>
X.	SCEX FORM 22 - PUBLIC DISCLOSURE STATEMENT	<input type="checkbox"/>
XI.	FORM DOL-LHE1/2 – LAWFUL HIRING OF EMPLOYEES	<input type="checkbox"/>
XII.	LIVING WAGE FORM LW-1/38	<input type="checkbox"/>
XIII.	VENDOR REGISTRATION FORM	<input type="checkbox"/>
XIV.	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, if any	<input type="checkbox"/>

End of text for Section I

**Section II
Award Criteria**

Responses to the items set forth under each of the categories below, will be used by the College's Evaluation Committee to assess the appropriateness and relevance of the information provided in the proposals and make a recommendation for award. **Failure to include information as requested under any of the sub-sections in the Proposal may lead the firm to be disqualified.** The responses to each of the categories **must be separated and clearly identified by the sections and sub-sections identified below, and reflected in the Table of Contents (form provided in Section I) of the Proposal submitted.**

1. General Qualifications:

a. General Information/Company History

- i. Company Name, e-mail, main address and all branch office addresses.
- ii. Describe the nature of your organization (e.g. corporation, not-for-profit organization, sole proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.
- iii. Year Company was founded and brief history.
- iv. Total number of employees. Include an organization chart as relevant.
- v. Location(s) from which majority of the staff will be providing services.
- vi. Annual fee income for the past three (3) years.
- vii. The general and specific specialties/expertise and overall resources.

b. Expertise of Proposer and all Sub-consultants, including Qualifications and Experience of Personnel

- i. **Experience:** Provide general background information explaining why the firm and its sub-consultants are well suited to perform the requirements of this RFP, and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP. Information should include but not be limited to:
 - o Provide a brief history and description of the firm's experience with special emphasis on any experience in the public sector, particularly for governmental entities, colleges or universities, especially at community colleges.
 - o Provide a description of the firm's background and experience, and its capability to assign staff to provide services as stipulated in the RFP.

For any projects undertaken and identified in this sub-section, Proposer is not required to provide client contact information.

- ii. **References:** References must be provided. This sub-section must be clearly labeled and separated by a tab, and must include clearly identified references for both the Prime Consultant and any sub-consultant/sub-consultant firm. References from institutions of higher education are expected to be included.

Proposer must submit a list of at least three (3) representative clients, including any other public entities/community colleges, along with a description of the type of work performed for each client and the name of a contact person at the client who can evaluate the firm's work. For each engagement, include:

- o A detailed description of the scope;
- o Client/company name;
- o Name, title, and role of reference;
- o Client/Company address, phone number, and email address.

The College reserves the right to contact any client listed. Proposers should check the references they submit to ensure that each reference and the associated contact information is current.

- iii. **Staff Qualifications/Resumes:** Describe the specific qualifications and background of your staff, and all proposed sub-consultants' staff in this sub-section, insofar as they relate to these services. Qualifications should include, but not be limited to, prior relevant experience. **If sub-consultant(s) are not being used, Proposer shall include a statement indicating this.**

The information submitted must include:

- Company Information
 - o Identify your firm's management team, clearly identifying and describe the title and role of the staff who will be assigned to the College's account.
 - o Describe the experience and qualifications of your firm's management team and the proposed personnel that will be assigned to the College's account. Indicate the availability of the management team and all other personnel required for this assignment.
 - o Provide resumes of proposed key staff who will be assigned to the College's account, inclusive of a description of the qualifications, educational background, and work experience for all personnel who will perform services under this Agreement. Clearly identify the principal or project manager in the firm who will have direct and continued responsibility for the services provided to the College, as well as the dedicated representative with whom the College will address all work on a regular basis.

iii. Liens and Litigation

- 1) Submit a summary of litigation, if any, against Proposer and its disposition.

2. Proposed Services/Products:

Proposers shall tailor the RFP response to this section as deemed most appropriate based on the specific services being proposed in the RFP response.

- a. **Understanding of Service Requirements, Management Techniques and Approaches** – Convey your understanding of the service requirements and demonstrate a thorough recognition of the services, and potential problems to be addressed. This includes, but is not limited to, the following:

- i. Summarize the Proposers management and approach, including:
 - 1) How you will respond to the specific scope of work, identifying the various considerations, approaches and strategies that will be utilized to perform the services under this Agreement, including:
 - a. A detailed explanation of the testing methodology.
 - b. Staffing levels and resources that will be allocated to the College's account to ensure required service levels are met.
 - 2) Provide a proposed testing schedule for each of the campus locations that aligns with required service levels and ensures expeditious testing to minimize waiting times and lines.
 - 3) Submit an implementation schedule that ensures all services will be operational for the 2021 fall semester, which begins on September 2, 2021.
 - 4) Provide detailed information regarding your online platform and explain how the requirements outlined in Section III - Scope of Work will be met. Provide sample reports available through the platform.
 - 5) Articulate the staffing and time resources required by the College, from both a functional and technical perspective, required to implement your online platform based upon previous experience.
 - 6) Provide a Service Level Agreement (SLA) and clearly define service level terms. Include information about service level agreement expectations, such as around-the-clock support (24/7/365), maximum length of downtime, upgrade intervals, etc.

- 7) Describe the training that will be provided for the designated College Administration personnel that will work with the online platform.
 - 8) Describe the level of continual two-way communication you will maintain with College administrators
 - 9) Discuss any specific or special qualifications.
- b. Submission of VPAT – Proposers shall submit a completed VPAT with properly documented exceptions, if any, as well as a roadmap for compliance in accordance with Section 508 of the Rehabilitation Act of 1974 and subsequent updated requirements.** v More information on the VPAT as well as a template can be found here: <https://www.section508.gov/sell/vpat>
- i. Proposer shall demonstrate that all portal interfaces meets ADA Compliant Guidelines as described in Section I – Administrative Information, Sub-section 11 – RFP Policies and Procedures.
- c. Higher Education Cloud Vendor Assessment Tool (HECVAT) for Cloud-Hosted Services** – The College requires Proposers that provide cloud-hosted services to complete a full Higher Education Cloud Vendor Assessment Tool (HECVAT). Proposers including a cloud-hosted solution shall complete and submit with their proposal, the HECVAT Full Version which can be accessed through the following link: <https://www.ren-isac.net/public-resources/hecvat.html>
- d. Anticipated Issues and Resolutions** – Describe anticipated issues that your Proposer may encounter when performing the services required in this RFP and identify proposed solutions.
- 3. Cost Proposal:**

Respondent shall provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to:

- a. Pricing per individual sample or a sliding scale pricing on a monthly basis.
- b. Description of payment schedule/structure/due dates.
- c. Any supplementary services beyond the scope defined in this document that may be available to the College on an elective basis. Proposer can attach a separate cost sheet with recommendations that may benefit the College.

End of text for Section II

**Section III
Scope of Work**

The Consultant shall provide COVID-19 Testing Service for Suffolk County Community College (“College”) on an as-needed basis in accordance with the following requirements:

1. Consultant shall be responsible for the full management of three (3) separate testing sites, one at each campus location. Consultant shall supply all necessary trained personnel, as well as all personal protective equipment, testing supplies, shipment containers and packing equipment, and cleaning supplies.
2. Consultant shall operate testing facilities on the dates and times determined by the College. Testing schedule will include weekdays, evenings and Saturdays.
3. Consultant shall be responsible for the timely pick-up and shipment of samples to the lab for analysis.
4. Processing of samples and results shall be reported within twenty-four (24) hours utilizing a HIPAA-compliant online platform.
5. In the event of a positive case, Consultant shall notify the designated College Administration personnel, as well as the individual who has a positive test.
6. Consultant shall perform contact-tracing by following up with individuals testing positive and reporting the details of the contact tracing to the designated College Administration personnel within twenty-four (24) hours of diagnosis.
7. The online platform shall have authenticated SSO access (CAS preferred) and provide secure access to a device agnostic and hosted browser-based environment for the purpose of:
 - a. Student/employee identification, test registration, result reporting.
 - b. Administrator dashboard for configuration and results access for reporting and analysis.
 - c. Ability to extract testing result data, both individually or collectively, via secure file transfer methods and/or authorized user file data extract.
 - d. Ability to customize the end user interface for branding purposes.
8. Consultant shall provide any necessary training on the use of the online platform for the designated College Administration staff.
9. Consultant shall manage all email communication to students and staff notifying them when testing is available and notifying them when they are not in compliance with the College’s testing requirements.
10. Consultant shall adhere to the agreed upon Service Level Agreement (SLA) provided at the

time of RFP and agreed to by the College which details the guarantees of minimum system performance, including but not limited to, system up-time; bandwidth utilization; systems update scheduling; support/help desk availability; and support/help desk response time. The Consultant shall adhere to the remediation set forth in the SLA that will be made to the College if it fails to meet the benchmarks established in the SLA.

11. As protocols and testing requirements are updated by SUNY, the College will modify its guidelines. Consultant shall modify the testing schedule and regularity of testing accordingly and submit a proposed testing schedule to the College for review and approval. The College reserves the right to cancel all testing at any time, if it is deemed that it is no longer a requirement for the safe operation of the College.

End of text for Section III

ADDENDUM NO. 3
REQUEST FOR PROPOSAL NO. R21-006
COVID-19 Testing Services

July 13, 2021

Attention to Proposers:

This constitutes Addendum No. 3 to the referenced Request for Proposals (RFP), and consists of this four (4) page cover letter which provides the responses to questions raised by potential proposers.

Questions and Answers:

Q1: Would the patient portal of our LIMS Suffice to deliver test results?

A1: Any results would be delivered through a secure file transfer.

Q2: Is there a university platform/partner whom we can contact to procure the existing online portal?

A2: There will be no direct access to the college's online portal. Authenticated access using SSO would be the connection from Suffolk's systems to the vendor system.

Q3: We are in talks with multiple vendors for the online platform, can we partner with the online portal Vendor after the contract is awarded?

A3: The vendor would be working directly with Suffolk ITS.

Q4: In lieu of direct interface, would a daily (or reasonable frequency acceptable by the college) batch file of results in CSV format delivered via secure ftp be acceptable?

A4: Yes, this would be the favored method of information transfer.

Q5: What end-user branding customizations are required by the college? Is this a must-have?

A5: Yes, see <https://www.sunysuffolk.edu/about-suffolk/administration/institutional-advancement/marketing-publications/graphics-standards-guide.jsp> for more information.

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July 13, 2021

Q6: How will any potential supplemental services recommended be considered in the scoring evaluation?

A6: This will be part of the total weight under the Cost Proposal, and this will only have a minimal impact on the evaluation of the overall cost proposal submission, if any.

Q7: Regarding #7 of the Scope of Work - Ability to customize the end user interface for branding purposes. -What exactly would this customization entail?

A7: Overall, logos, verbiage, fonts and colors. See <https://www.sunysuffolk.edu/about-suffolk/administration/institutional-advancement/marketing-publications/graphics-standards-guide.jsp> for more information.

Q8: Addendum No.1 dated June 30, 2021, states that both PCR and antigen testing are acceptable. Will the much higher sensitivity of PCR tests as compared to antigen tests be factored by SCCC when evaluating and ranking a Proposal? If not, why not?

A8: The evaluation committee will review the response provided to Section II – Award Criteria, 2-Proposed Services/Products in the proposal submissions, and consider all the requirements identified in this evaluation criteria as well as the scope of work when ranking the proposals. The overall cost will also be an important factor.

Q9: RFP Policies and Procedures, Section 11.m.

- a) What employee or student data stored in Ellucian's Banner ERP do you expect to be utilized for the testing services?
- b) Do you expect test results to be sent to the Ellucian's Banner ERP or any other SCCC system?

A9: No SIS data should be shared beyond what is required for SSO Authentication.

Q10: Are there any systems used in the school year 2020-2021 testing that are required to be re-used for performance of this new RFP (e.g., scheduling, web sites, mobile apps) or is SCCC open to a new platform?

A10: Yes, the College is open to new platforms that comply with all Suffolk Community College Technology guidelines.

ADDENDUM NO. 3
REQUEST FOR PROPOSAL NO. R21-006
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July 13, 2021

Q11: Proposed Services/Products, Section 2.a.i.2
a) What sample testing quantities would be an appropriate model against which to model resources, equipment and facilities required by the Proposer?

A11: Although the College is working on increasing in person instruction and on-campus presence of its population, due to ongoing changes/updates in requirements and regulations provided by SUNY, as well as the changing COVID-19 environment, the College is unable to predict the population that would require testing. In the recent past, the College's overall testing for all three campuses was as follows:

- March – approximately 1,700 tests per week
- April – approximately 1,600 tests per week
- May – approximately 700 tests per week.
- June – approximately 575 tests per week

On the Ammerman Campus, which is the largest campus in terms of population, there are typically three individuals who assist with the completion of test registration, and another three individuals who witness the sample collection and package the samples collected for shipment to the lab.

Q12: Proposed Services/Products, Section 2.a.i.6

- a) What type of around-the-clock-support does the college expect to require?
- b) Can you please elaborate on the expected use cases an IT interface with Banner would need to support?

A12: a) The vendor would be expected to minimally provide end user support within Suffolk Community College's on campus Hours of Operation. Which are approximately 7:00 AM to 11:00 PM Monday-Friday and 9-4 on Saturday and Sunday.

b) There would be no direct interface to the SIS. Data integration would be handled through secure batch file processing.

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REQUEST FOR PROPOSAL NO. R21-006
COVID-19 Testing Services

July 13, 2021

The proposal submission due date and time of **July 15, 2021 no later than 12:00 PM**, remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castano

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Applied DNA Clinical Labs, LLC
Firm Name

James A Hayward
By (Sign in ink)

President & CEO
Title

James A Hayward
Print Name

15 July 21
Date

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R21-006
COVID-19 Testing Services

July 9, 2021

Attention to Proposers:

This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of this twenty – one (21) page cover letter which provides the responses to questions raised by potential proposers.

Questions and Answers:

Q1: Will the Contractor be directly billing insurance for payment?

A1: Yes, when individuals provide insurance information. If the individual does not have insurance coverage and can therefore cannot provide the information, the College will provide payment.

Q2: Who is the payer of last resort?

A2: Upon the vendor providing proof reasonable of attempt to collect payment from the insurance company without success, the College will provide payment.

Q3: Will the College be providing the standing order through the Medical Director?

A3: Yes.

Q4: Will the Contractor be responsible for providing the Medical Director?

A4: No.

Q5: Does the College have a preference as to what type of test is required after the pooled test?

A5: No.

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COVID-19 Testing Services

July 9, 2021

Q6: Is a PCR test acceptable?

A6: Yes.

Q7: Is the College looking to perform Pooled saliva testing again or is the College open to a move from saliva based pooled PCR testing to a pooled PCR test collected via nasal swab/lower nasal swab? Assuming from Addendum #1 that the College is open to Antigen testing, one would assume "yes," but we wanted to confirm. Would the College consider a FDA EUA approved self collected PCR lower nasal swab Test? Does college prefer to continue with pooled saliva vs other PCR methodologies. Does the college prefer to continue with 100% PCR testing vs rapid antigen? Does Suffolk County have a preference for the type of COVID-19 tests administered? (antigen vs PCR vs HTK). With regard to the Background information on page 3, the College currently participates in a SUNY testing program that uses pooled saliva testing with reflex testing performed on any positive pooled sample to isolate the positive individual. Can the vendor propose a different type of testing? i.e., PCR Yes.

A7: **The College is open to any proven methods of testing that are as accurate, or more accurate than saliva based pooled PCR testing.**

Q8: Can you clarify on the sentence, "Testing is done randomly (i.e. not by department or office), across the College"? Does that mean that each student will be randomly selected to be tested once per month as opposed to selecting their own date/time?

A8: **No, students and employees select their own date/time that is convenient for them when they are on campus. "Testing is done randomly" refers to the fact that students are not required to test collectively with their class, and employees are not required to test with their department or office. We do however have our athletic teams test as group, especially prior to traveling for a competition.**

Q9: Can the College provide the approximate breakdown of students vs employees expected on campus for the fall semester?

A9: **We expect approximately 7,000 - 10,000 students, and 1,250 employees each week across the College for the fall semester.**

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COVID-19 Testing Services

July 9, 2021

Q10: Is the College interested in performing Testing at Students homes before they enter the campus? Would Suffolk accept an at-home testing program with medical supervision and oversight via Zoom?

A10: No.

Q11: Please clarify the turnaround time you are looking for on the Test results

A11: Please refer to Addendum #1 A2.

Q12: How many Tests do you anticipate needing for the semester?

A12: We expect approximately 7,000 - 10,000 students, and 1,250 employees each week across the College for the fall semester. At this point we cannot determine the specific number of tests that will be required.

Q13: The RFP document does not indicate the number of days per week the college will be testing. How many days per week is the college expecting to test students and employees? How many days a week do you plan to test? Do you have an estimated volume of how many students and staff you are looking to have tested weekly or monthly? Based upon current requirements, what is the desired total collection hours per week? The RFP document does not state the number of hours per day testing sites should be open and staffed. How many hours per day does the college expect testing sites to be open and staffed? With Regard to Section III – Scope of Work (pg19) Requirement 2, can the college provide a number of hours daily testing is expected in order to facilitate pricing as part of the proposal process?

A13: The College expects 7,000 - 10,000 students and 1,250 employees per week for the fall semester. The College may potentially need to test seven days a week. For those days when testing will be done, it will be for eight hours a day on weekdays, and approximately four hours each on Saturday and Sunday. Weekday testing will be scheduled anytime between the hours of 9am - 7pm for a total of eight hours within that time frame as determined by the College, and 10am-2pm on weekends.

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July 9, 2021

Q14: When do you want the new Testing program to begin?

A14: September 2, 2021

Q15: The College currently participates in a SUNY testing program that uses pooled saliva testing with reflex testing performed on any positive pooled sample to isolate the positive individual. Testing is done randomly (i.e. not by department or office), across the College. Student athletes are tested weekly, and, during post season playoffs, they are required to test 96 hours prior to National Championships and show proof of a negative result to participate.

- i) There was no pricing format provided. What pricing format will be acceptable by the College. Please clarify.
- ii) SUNY current testing program uses pooled saliva testing with reflex testing performed on any positive pooled sample. Is this the type of solution that the College wants to enable? Is the College open to other options? Will the College accept proposals that proposes using Rapid Antigen Testing Solutions?
- iii) If a student, staff, or school employee has tested positive and is in quarantine, is there a process defined for, re-test/validation before that student, staff or school employee is allowed back in the school building or will the vendor have to define that process? Please clarify and/or elaborate.
- iv) How will student, faculty and staff register for the test. Will vendors have to include a process in their proposal? Has the College notified its students, faculty, and staff of this requirement?
- v) Is the College expecting a solution that is similar to what is currently in use? Are you open to different processes?

A15: i) **Proposers shall provide their Cost Proposal based on the requested information identified in Section II – Award Criteria, 1-Cost Proposal**

ii) **Please refer to response provided under question 7.**

iii) **The College does not require individuals that tested positive to re-test before being allowed back on campus. They receive an email stating the dates of their quarantine and must provide a clearance letter from the Suffolk County Department of Health to return to class or work.**

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- iv) **Students, staff and staff will be expected to register for the test through a web-based portal. This is the current registration process, so there will be an expectation to continue to register in this manner.**
 - v) **The College is open to exploring all processes proposed.**
-

Q16: Testing requirements will be determined by SUNY. As per New York State guidance and pending full vaccination approval by the U.S. Food and Drug Administration (FDA), SUNY will require all in-person students to be vaccinated against COVID-19 before returning to campus this fall. Although employees are not required to be vaccinated, we anticipate that those who are, will be required to test once per month, while those who are *not* vaccinated will continue to test weekly. Therefore, it is our expectation that all on-campus students and vaccinated employees will be required to test once a month.

- i) What is the process if current student(s) scheduled and accepted for fall classes refuses to be vaccinated due to religious or other reasons?
- ii) What is the College's and SUNY's plan for addressing an outbreak among un-vaccinated employees?

- A16:**
- i) **That will be managed by the College.**
 - ii) **That will be managed by the College.**
-

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- Q17:** In Section 3 Cost Proposal, it states "Respondent shall provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to:
- a) Pricing per individual sample or a sliding scale pricing on a monthly basis.
 - b) Description of payment schedule/structure/due dates.
 - c) Any supplementary services beyond the scope defined in this document that may available to the College on an elective basis. Proposer can attach a separate cost sheet with recommendations that may benefit the College."
- i) The College does not provide a pricing matrix in their RFP to capture cost associated with the RFP. Can the vendor utilize an Excel spreadsheet or another tool to submit their pricing relative to the Scope of Work?
 - ii) Can the College provide an estimated percentage breakdown of the population that will be tested? Will testing be curtailed for those who are vaccinated? Will people be exempt from testing?
- A17:**
- i) **The College expects 7,000 - 10,000 students and 1,250 employees per week for the fall semester. Yes, proposers can provide an excel spreadsheet or other tools to submit pricing.**
 - ii) **At this point we are not clear on how exemptions due to vaccinations will impact testing.**

Q18: Under Section III - Scope of Work, bullet 1 states that the Consultant shall be responsible for the full management of three (3) separate testing sites, one at each campus location. Consultant shall supply all necessary trained personnel, as well as all personal protective equipment, testing supplies, shipment containers and packing equipment, and cleaning supplies.

- i) Will vendors be responsible for the disposal of any biohazardous materials, if any?

A18: Yes.

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Q19: Under Section III - Scope of Work, bullet 2 states that the Consultant shall operate testing facilities on the dates and times determined by the College. Testing schedule will include weekdays, evenings and Saturdays.

- i) Are consultants also required to construct a facility or will appropriate spaces be provided by the College? Please clarify.
- ii) Section III Scope of Work, Paragraph 1 - Will SCCC allow campus facilities to be used for sample collection sites? Will college provide the site within a building on campus, or does the site need to be mobile / self-contained? Do you provide the space for the staff on-site? With regard to Section III – Scope of Work (pg19) Requirement 1, what space will be available for Consultant to test on campus?
- iii) Currently how many staff does your current provider have?

- A19:**
- i) **The College will provide a space for testing**
 - ii) **Yes, the College will provide space on campus for sample collection and staff.**
 - iii) **Consultant shall provide staffing for collection purposes based on the population being tested.**

Q20: Under Section III - Scope of Work, bullet 5 states that in the event of a positive case, Consultant shall notify the designated College Administration personnel, as well as the individual who has a positive test.

- i) Is this mandate in line with current HIPPA regulations regarding disclosure of personal information?

A20: Yes.

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Q21: Under Section III - Scope of Work, bullet 10 states that the Consultant shall adhere to the agreed upon Service Level Agreement (SLA) provided at the time of RFP and agreed to by the College which details the guarantees of minimum system performance, including but not limited to, system up-time; bandwidth utilization; systems update scheduling; support/help desk availability; and support/help desk response time. The Consultant shall adhere to the remediation set forth in the SLA that will be made to the College if it fails to meet the benchmarks established in the SLA.

i) Please provide the SLA and clarify the guarantees of minimum system performance?

A21: The SLA being referenced in Section III – Scope of Work bullet 10 is the Proposer’s SLA submitted with their response, as set forth under the requirements in Section II – Award Criteria, bullet 2-Proposed Services/Products, a.6, on page 17 of 20 in the RFP document.

Q22: Is experience with testing universities required? We have tested students/staff on Long Island, Bronx and Brooklyn as well as provided the vaccine

A22: No.

Q23: What are the hours for the staff on-site typically? What are expectations for onsite staffing for each location?

A23: The College may potentially need to test seven days a week. For those days when testing will be done, it will be for eight hours a day on weekdays, and approximately four hours each on Saturday and Sunday. Weekday testing will be scheduled anytime between the hours of 9am - 7pm for a total of eight hours within that time frame as determined by the College, and 10am-2pm on weekends.

Consultant shall provide staffing for collection purposes based on the population being tested.

Q24: What is the expected turn-around time?

A24: Please refer to Addendum #1 A2.

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Q25: Who conducts and manages your random pool?

A25: Samples are collected onsite at our testing facility and shipped to the lab. Random pooling of samples is managed by the lab.

Q26: What current challenges are you having?

A26: Identifying a covid-19 screening solution that is cost effective, provides quick and accurate results, and does not fully rely on College personnel to administer.

Q27: Are organizations that exclusively Covid-19 testing providers given priority screening?

A27: No

Q28: Are staffing firms permitted to respond to this bid to supply the testing services?

A28: Yes

Q29: Is there a current vendor providing Covid-19 testing services? Who currently does testing for Suffolk County Community College?

A29: Yes. Quadrant Biosciences Inc.

Q30: Is the vendor awarded the contract responsible for finding and assigning a lab, or does the college have a lab they would prefer to be utilized?

A30: Yes, the Consultant shall be responsible for finding and assigning a lab.

Q31: Do you know how much staff will be needed daily to provide vaccines?

A31: The Consultant will not be providing vaccines.

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Q32: Will testing only occur on the three College premises, or will off-site locations be required?

A32: Testing will only occur on the three College campuses. No off-site locations will be required.

Q33: Approximately what percentage of your staff and students are vaccinated? Do you have an estimate on what percentage of staff/students would be full vaccinated?

A33: That information is not currently available.

Q34: Can the references be individual healthcare facilities from different states?

A34: Yes.

Q35: Can we bid only for COVID testing and not for the Online Portal?

A35: No.

Q36: Section II Award Criteria 1.b.iii. - If one of our sub-contractor's is a staffing agency itself, is it sufficient to provide the agency's contact information, qualifications and experience (and not those of the staff they will hire to establish and operate the testing sites). Also, is it sufficient to provide resumes only for the key staff and principal/project manager from our own bidding company that are assigned to the College account, or do you need individual resumes for personnel at the lower levels as well?

A36: Resumes should be provided for all proposed key staff who will be assigned to the College's account as indicated in Section II – Award Criteria, 1. General Qualifications, b.iii.

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Q37: We currently don't support SSO and don't feel the need to do SSO since we will have a direct interface with your systems as stated in part 11, section M. Since we are unable to do so, will that preclude our ability to apply for the RFP?

A37: In accordance with Section III – Scope of Work, bullet 7, The online platform shall have authenticated SSO access.

Q38: Will the college assess preferential scoring for companies who offer the pooled saliva methodology?

A38: No.

Q39: Why is the college not choosing to continue utilizing the pooled saliva testing solution used for prior semesters?

A39: The College is exploring Covid-19 screening solutions that are cost effective, provide quick and accurate results, and do not fully rely on College personnel to administer.

Q40: Will the college consider a pod pooling methodology using anterior nares collection method?

A40: Yes, the College is open to any proven methods of testing that are as accurate, or more accurate than saliva based pooled PCR testing.

Q41: Will the college consider observed self-collection using anterior nares swabs?

A41: Yes, the College is open to any proven methods of testing that are as accurate, or more accurate than saliva based pooled PCR testing.

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Q42: How did students and staff find out what their result was during the previous semester?

A42: Students and staff had access to their individual results through a web-based portal. Designated College Administrators also had access to that website and would follow up with any positive individual with a phone call and an email.

Q43: Based upon current requirements, what is the desired collection schedule for each site?

A43: The College may potentially need to test seven days a week. For those days when testing will be done, it will be for eight hours a day on weekdays, and approximately four hours each on Saturday and Sunday. Weekday testing will be scheduled anytime between the hours of 9am - 7pm for a total of eight hours within that time frame as determined by the College, and 10am-2pm on weekends. Consultant shall pick-up/collect the samples obtained daily on the days testing has occurred.

Q44: Will college provide ordering physician?

A44: Yes.

Q45: What are the college's contact tracing protocols? Section III Scope of Work, Paragraph 6, the RFP states "Consultant shall perform contact-tracing, etc." Can you explain to what extent the contact tracing must be performed? For example, is it sufficient to provide names of Participants who are presumed to have been in contact with the positive case? or is it desired to use electronic means to have confidence of contact exposure?

A45: Consultant would be expected to ensure that the positive individual is aware of their status, has initiated quarantine, and has provided responses to a questionnaire that will be provided by the College. Consultant shall provide the College with the responses from the completed questionnaire.

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Q46: Would the college consider awarding a partial contract based upon area of expertise provided by the contractor?

A46: No. The College will award one contract and the Consultant awarded the contract shall provide all the services required by the College.

Q47: Will a roster of participants be provided?

A47: Yes.

Q48: Will a template or form be provided for the cost proposal?

A48: No. Proposers shall provide their Cost Proposal based on the requested information identified in Section II – Award Criteria, 1-Cost Proposal.

Q49: Does the college require results in 24 hours from when the specimen arrives at the lab?

A49: Please see Addendum 1 A2.

Q50: Will Suffolk County Community College consider negotiation of the Terms and Conditions listed in the RFP?

A50: The scope of work provided in the RFP is what the College requires at a minimum. However, should the proposer have alternative service options, the College will review the offer. To request any changes to the model agreement, proposer shall include their proposed changes as part of their proposal submission in the appropriate section as identified in the Table of Contents.

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Q51: Are we able to take exception to parts of Scope of Work?

A51: **The scope of work provided in the RFP is what the College requires at a minimum. However, should the proposer have alternative service options, the College will review the offer.**

Q52: Would the testing population include participants under the age of 18?

A52: **Yes.**

Q53 Regarding #9 of the Scope of Work: Consultant shall manage all email communication to students and staff notifying them when testing is available and notifying them when they are not in compliance with the College's testing requirements.

- i) Is Suffolk County Community College willing to discuss this requirement? We would need more information to confirm if our standard emailed communications would comply with this requirement.
- ii) With Regard to Section III – Scope of Work (pg 19) Requirement 9, how many times is the Consultant allowed to alert students and staff of testing events? Is it the College's responsibility to communicate testing event or is it the contractor's responsibility? Is there a standard communication template you want the Consultant to use if an individual is not compliant?

A53 i) **Yes. The College is willing to consider the language used in the standard emailed communications.**

- ii) **The Consultant shall communicate the testing event by email. The College will review and provide the Consultant with the number of times the staff and students are permitted to be alerted after contract award. The College can provide a standard communication template to the Consultant to address non-compliant individuals.**
-

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Q54 Regarding #10 of the Scope of Work - Consultant shall adhere to the agreed upon Service Level Agreement (SLA) – I don't see these listed in the RFP. Would these be discussed during the contracting phase?

A54 Please see response to question 21.

Q55: With Regard to Section III – Scope of Work (pg19) Requirement 1, will the testing site be inside?

A55: Yes.

Q56: With Regard to Section III – Scope of Work (pg19) Requirement 1, will Consultant have a designated area to securely store material?

A56: Yes.

Q57: With Regard to Section III – Scope of Work (pg19) Requirement 1, does Consultant need to set up and break down in its entirety every operational day?

A57: No.

Q58: With Regard to Section III – Scope of Work (pg19) Requirement 1, can a healthcare service worker swab, i.e. CNA?

A58: Yes, provided the Consultant is verifying the worker is trained to do so.

Q59: With Regard to Section III – Scope of Work (pg19) Requirement 2, how far in advance will Consultant know of testing dates and times?

A59: A preliminary schedule will be provided a month in advance of each semester.

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Q60: With Regard to Section III – Scope of Work (pg19) Requirement 3, is there special access to get on and off campus?

A60: No.

Q61: With Regard to Section III – Scope of Work (pg19) Requirement 3, is there a process for Consultant new hires and terminated employees to access the campus?

A61: College Public Safety is in charge of access to the Campus. All of the Consultant's personnel will have to check in with Public Safety before proceeding to the pick up site.

Q62: With Regard to Section III – Scope of Work (pg19) Requirement 5, after notifying the individual of the positive results, does this require the Consultant's call center provide any additional direction or will the College Administration provide more detailed direction to the individual? Is the notification via phone call only?

A62: The College will provide a script with instructions for the Consultant to utilize to address positive individuals. It is expected that the Consultant shall send the initial notification through a secure HIPPA compliant web portal, with a phone call and email follow up.

Q63: With Regard to Section III – Scope of Work (pg19) Requirement 9, how far in advance will Consultant have access to names and email addresses? Is there one email address used that captures all active students and staff?

A63: This information will be provided at the time of registration by the registrants through the Consultant's web-based portal.

Q64: What encompassing dates does the college require testing services be delivered (Start/stop dates)?

A64: Testing will begin on September 2, 2021, and is anticipated to continue through the term of the contract.

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Q65: To confirm, will the consultant be testing vaccinated students and staff monthly and non-vaccinated students and staff weekly?

A65: At this point we are not clear on how vaccinations will impact testing.

Q66: What percent of the 12,000 student and staff population is not vaccinated?

A66: This information is not available.

Q67: Will the testing need to be available based on the online schedule as a 3-day a week basis?

A67: Testing is required once a week, as applicable, for each week that an individual is on Campus. The College may potentially need to test seven days a week. For those days when testing will be done, it will be for eight hours a day on weekdays, and approximately four hours each on Saturday and Sunday. Weekday testing will be scheduled anytime between the hours of 9am - 7pm for a total of eight hours within that time frame as determined by the College, and 10am-2pm on weekends.

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R21-006
COVID-19 Testing Services

July 9, 2021

- Q68:** It is our understanding the SCCC is currently undertaking COVID-19 pooled surveillance testing using saliva samples. Based on this we have several questions:
- a) Is SCCC open to the use of anterior nasal swab (ANS) sampling?
 - b) Does SCCC wish to continue the use pooled surveillance testing or is pooled diagnostic testing required?
 - c) If pooled diagnostic testing is required:
 - i) Will a standing order for diagnostic testing be provided by a SCCC-affiliated healthcare provider?
 - ii) Will a SCCC-affiliated healthcare provider provide follow-up calls and services to individuals tested as positive?
 - d) Does SCCC require individual test result reporting for all negative and positive tests, or only positive test results?
 - e) Would SCCC consider the identification of the salient mutations known in variants of interest and variants of concern to be of value?
 - f) Does SCCC require a maximum pool size of 5 to ensure integrity of results or is SCCC allowing larger pool sizes that may lower cost but significantly reduce the integrity of results?
- A68:**
- a) **Please refer to responses for questions 7 and 40.**
 - b) **Please refer to response for question 7**
 - c)
 - i) **Please refer to response for question 3.**
 - ii) **No. Please refer to responses for questions 45 and 62.**
 - d) **Individual test reporting is required for all negative and positive tests.**
 - e) **No.**
 - f) **This is not required. We are evaluating all proposals.**
-

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R21-006
COVID-19 Testing Services

July 9, 2021

Q69: RE: The Model Agreement

- a) Under Section 3(a) the indemnification clause requires Contractor to indemnify the College for all "acts" of the Contractor, regardless of whether said acts are caused by Consultant's negligence or omissions. This is very broad form indemnity. We request contractor indemnity be limited to "all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of Contractor's negligent acts or omissions relating to the Services described in Exhibit D."
- b) Under Section 20(b), the College and/or the County has the right to designate "any other municipality or government agency or body designated by the College and/or the County a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented." We request that the College and/or County be limited to designating only New York State municipalities, government agencies or bodies.
- c) Exhibits D through G are written for architectural and engineering services. Will these Exhibits be updated for the testing services requested in the RFP?

A69: Proposers shall submit any requested changes to the Model Agreement with the proposal response under the designated section as identified in the Table of Contents provided in the RFP Document.

Q70: The RFP requests the "Annual fee income for the past three (3) years" in Section II, General Qualifications.

- a) Are you interested in knowing the portion of the company's revenue generated by fees for testing only or are there other revenue sources you are interested in knowing about?

A70: Proposers shall submit the revenues generated by the company as a whole for the past three years.

Q71: The RFP document does not indicate whether secure sample drop-boxes would be acceptable.

- a) Will SCCC allow the use of secure sample drop-boxes where students and employees can deposit self-collected samples? This may enhance sampling compliance.

A71: Yes.

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R21-006
COVID-19 Testing Services

July 9, 2021

- Q72:** Questions related to Section I, item 10 (Proposal Submission)
- a) We understand proposers are expected to submit one electronic copy of their complete proposal as one file emailed as directed.
 - b) RE: 10 b sections vii, viii, ix, x, xi
 - i) Section vii: Form LL52 – Disqualification of Non-Responsible Bidders
One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and *clearly labeled section of the original hardcopy of the Technical Proposal*. This Form LL52 is included in the Section V entitled “Forms and Legal Appendices”
 - (a) Does the college expect proposers to submit hardcopy versions of the Technical Proposal? If so, where shall it be sent? If not, how do proposers provide electronically?
 - ii) Section viii: FTS Form – Statement of Non-Collusion in Bids or Proposals
One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and *clearly labeled section of the original hardcopy of the Technical Proposal*. This FTS Form is included in the Section V entitled “Forms and Legal Appendices”.
 - (a) Same question as previous.
 - iii) Section ix: Local Business Certification Form SCDP-8A (if applicable)
One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and *clearly labeled section of the original hardcopy of the Technical Proposal*. Form SCDP-8A is included in the Section V entitled “Forms and Legal Appendices”.
 - (a) Same question as previous.
 - iv) Section x: SCEX Form 22 – Public Disclosure Statement
One original, signed by a corporate officer or an authorized agent of Proposer and notarized, must be included as a separate and *clearly labeled section of the original hardcopy of the Technical Proposal*. SCEX Form 22 is included in the Section V entitled “Forms and Legal Appendices.”
 - (a) Same question as previous.
 - v) Section xi: DOL-LHE1/2 – Lawful Hiring of Employees
One original, signed by a corporate officer or an authorized agent of the Proposer must be included as a separate and *clearly labeled section of the original hardcopy of the Technical Proposal*. These forms are included in the Section V entitled “Forms and Legal Appendices”.
 - (a) Same question as previous.
- A72:** Proposers shall submit one electronic copy of the full proposal submission inclusive of the required forms. Proposals shall be compiled as indicated in the Table of Contents, and emailed as one file as specified in the RFP document.

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R21-006
COVID-19 Testing Services

July 9, 2021

The proposal submission due date and time of July 15, 2021, no later than 12:00 PM, remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castano

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Applied TNA Clinical Labs, LLC
Firm Name

James A Hayward
By (Sign in ink)

James A Hayward
Print Name

President & CEO
Title

15 July 21
Date

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R21-006
COVID-19 Testing Services

June 30, 2021

Attention to Proposers:

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this one (1) page cover letter which provides the response to questions raised by a potential proposer.

Questions and Answers:

Q1: What type of test are you looking for? PCR or antigen? Both?

A1: Both tests are acceptable.

Q2: For the 24 hour turn around time for results, is that from sample receipt in a lab or from actual sampling of the individual?

A2: The college was hoping for 24 hours from sampling the individual.

The proposal submission due date and time of **July 15, 2021 no later than 12:00 PM**, remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castano

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Applied DNA Clinical Labs, LLC
Firm Name
James A. Hayward
By (Sign in ink)
James A. Hayward
Print Name
President & CEO
Title
15 July 21
Date

End of Text for Exhibit F

EXHIBIT G

Contractor's Proposal

Contractor's Proposal, submitted July 15, 2021 in response to the College's RFP is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G