

RFA # 1410200115

New York State Department of Health
Center for Community Health
Bureau of Chronic Disease Control

Request for Applications

Prostate Cancer Research

KEY DATES

Release Date:	November 13, 2014
Letter of Intent Due (optional):	November 20, 2014 by 3:00 PM
Questions Due:	November 20, 2014 by 3:00 PM
Applicant Conference:	N/A
Questions, Answers and Updates Posted (on or about):	December 1, 2014
Applications Due:	January 8, 2015 by 3:00 PM
Estimated Contract Start Date:	March 1, 2015
DOH Contact Name & Address:	Amy M. Yost Fiscal and Administrative Coordinator Bureau of Chronic Disease Control NYS Department of Health Riverview Center 150 Broadway, Suite 350 Menands, NY 12204 Phone: 518-474-1222 Email: canserv@health.ny.gov

This RFA, questions and answers, as well as any updates and modifications, may be downloaded from:
<http://www.health.ny.gov/funding/>

November 13, 2014

Dear Interested Parties:

As a result of an amendment to [State Finance Law \(SFL\) §95-e](#), adopted as part of the state budget process for fiscal year 2014-2015, the New York State (NYS) Commissioner of Health is authorized to provide grants for the purpose of advancing and financing prostate and testicular cancer research, support programs and education projects, utilizing revenues received as part of the NYS Prostate and Testicular Cancer Research and Education Fund. The purpose of this letter is to inform you that the NYS Department of Health (Department) is now soliciting applications for this funding. Awards resulting from this procurement will support NYS-based institutions to conduct hypothesis development research in prostate cancer. This funding is intended to offer investigators opportunities to explore innovative, untested hypotheses, the results of which could provide the scientific rationale upon which new hypotheses or initial proofs-of-principle of innovative hypotheses can be generated. The total amount of funding to be distributed through contracts as a result of this solicitation is \$3,975,000. Funds to support testicular cancer research are not included at this time due to limited funding availability. A separate procurement awarding funds for prostate and testicular cancer support and education projects will be issued at a later date, upon finalizing the awards under this procurement.

The information contained herein is provided for organizational use in applying for these funds. ***For the purposes of this solicitation, eligible institutions will be requesting funding that they themselves will award via their own internal peer review processes to investigators at or above the level of postdoctoral fellow (or equivalent) affiliated with their facilities.*** The Department is interested in maximizing the potential impact and reach of the funding available through the NYS Prostate and Testicular Cancer Research and Education Fund. For that reason, funds are to be used to support innovative, hypothesis-developing research that is either determined to be no greater than minimal risk, exempt under 32 CFR 219.101(b) or eligible for expedited review under 32 CFR 219.110 or 21 CFR 56.110 by the local Institutional Review Board (IRB) of record. ***Proposed use of the funds for other activities will not be considered.*** By funding the exploration of innovative, untested and potentially high-gain concepts and methods, this approach is designed to provide institutions and investigators with opportunities to identify new avenues for research and establish the basis and rationale for additional funding opportunities through entities such as the National Institutes of Health or the Department of Defense. For the purposes of this solicitation, investigators with affiliation to the eligible institutions are defined as either employees or contracted entities.

Eligibility: The following list of institutions are eligible for this funding:

ALBERT EINSTEIN COLLEGE OF MEDICINE
BROOKLYN COLLEGE
CITY COLLEGE OF NEW YORK
COLD SPRING HARBOR LABORATORY
COLLEGE AT OLD WESTBURY
COLUMBIA UNIVERSITY MEDICAL CENTER
FEINSTEIN INSTITUTE FOR MEDICAL
FORDHAM UNIVERSITY
HAUPTMAN-WOODWARD MEDICAL RESEARCH INSTITUTE, INC.
HEALTH RESEARCH INC., ROSWELL PARK DIVISION
HUNTER COLLEGE
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI
NEW YORK UNIVERSITY SCHOOL OF MEDICINE
RENSSELAER POLYTECHNIC INSTITUTE
RIVERSIDE RESEARCH INSTITUTE
ROCKEFELLER UNIVERSITY
ROSWELL PARK CANCER INSTITUTE CORP
SLOAN-KETTERING INST CAN RES
ST. JOHN'S UNIVERSITY
SUNY ALBANY
SUNY BINGHAMTON
SUNY BUFFALO
SUNY DOWNSTATE MEDICAL CENTER
UNION COLLEGE
UNIVERSITY OF ROCHESTER MEDICAL CENTER
UPSTATE MEDICAL UNIVERSITY
VA MEDICAL CENTER
WEILL MEDICAL COLL OF CORNELL UNIV
YORK COLLEGE

Funding: Funding will be awarded to eligible applicant institutions per the below breakdown with the intent that each awardee will subsequently award a defined number of hypothesis development awards to eligible investigators within their institutions using the institution's own internal peer review processes. Further, by entering into a contract with NYS, the applicant institution agrees to make awards that will support innovative, hypothesis-developing research that is either determined to be no greater than minimal risk, exempt under 32 CFR 219.101(b) or eligible for expedited review under 32 CFR 219.110 or 21 CFR 56.110 by the local IRB of record.

Eligible applicant institutions fall into the following three categories and may apply for available funds as follows:

Category 1:

- The three (3) eligible institutions under Category 1 awards are:
 - Columbia University Medical Center/Herbert Irvine Comprehensive Cancer Center
 - Roswell Park Cancer Institute Corp
 - Memorial Sloan-Kettering Inst. Cancer Research
- Each of these three (3) institutions are eligible to apply for:
 - Awards for up to three (3) hypothesis development prostate cancer research projects.
 - Each of the three awards are valued at no more than \$150,000 for a potential total of \$450,000 in awards to each of above-named institutions.
 - The awards will be for a two-year period, anticipated to begin March 1, 2015, and end February 28, 2017.

Category 2:

- The three (3) eligible institutions under Category 2 awards are:
 - Albert Einstein College of Medicine/Cancer Center
 - Cold Spring Harbor Laboratory Cancer Center
 - New York University School of Medicine/Laura and Isaac Perlmutter Cancer Center
- Each of these three (3) institutions are eligible to apply for:
 - Awards for up to two (2) hypothesis development prostate cancer research projects.
 - Each of the two awards are valued at no more than \$150,000 for a potential total of \$300,000 in awards to each of above-named institutions.
 - The awards will be for a two-year period, anticipated to begin March 1, 2015, and end February 28, 2017.

Category 3:

- The 23 (twenty-three) eligible institutions under Category 3 awards are:
 - Brooklyn College
 - City College of New York
 - College at Old Westbury
 - Feinstein Institute for Medical Research
 - Fordham University
 - Hauptman-Woodward Medical Research Institute, Inc.
 - Health Research Inc., Roswell Park Division
 - Hunter College
 - Icahn School of Medicine at Mount Sinai
 - Rensselaer Polytechnic Institute
 - Riverside Research Institute
 - Rockefeller University
 - St. John's University
 - SUNY Albany

- SUNY Binghamton
 - SUNY Buffalo
 - SUNY Downstate Medical Center
 - Union College
 - University of Rochester Medical Center
 - Upstate Medical University
 - VA Medical Center
 - Weill Medical College of Cornell University
 - York College
- Each of these 23 institutions are eligible to apply for:
 - One (1) hypothesis development prostate cancer research project.
 - The research project is valued at no more than \$75,000.
 - The awards will be for a 15-month period, anticipated to begin March 1, 2015, and end May 31, 2016.

A breakdown of eligible institutions by category and award can be found in Attachment 1.

Depending on the number and quality of applications received, NYS reserves the right to negotiate with and award additional funds to successful applicant institutions in an effort to make all funds available for research (e.g. if only ten (10) of the eligible Category 3 research institutions submit applications, Category 3 awardees may have the opportunity to receive additional funds as originally available to the full cohort of Category 3 research institutions). Funds may also be moved across categories, if, for example, only two of the eligible Category 2 research institutions submit applications, those funds may be used to support increased awards to awardees in the other categories.

Applying for Funds: Interested, eligible institutions are encouraged to review all application materials and provide all required information as prescribed in this solicitation. Only one application per institution is allowed, regardless of the proposed number of research projects from each institution. Applications should address the following components:

- The institution's commitment to prostate cancer research;
- The institution's identification of a senior-level principal investigator with a demonstrated track record in cancer research; the principal investigator will provide oversight of the research projects and grant deliverables, and act as liaison between the awarded organization and the Department;
- The institution's understanding and commitment to provide awarded funds to a defined number of eligible investigators* within their institutions for hypothesis development awards at the contract values noted above, each using the institution's own internal peer review process;
- A description of the institution's internal peer review process;
- A description of the institution's commitment to ensuring that the internal review process results in awards that support hypothesis-developing research that represents innovation to an important problem in prostate cancer;

- A description of how the institution will ensure that awarded research is either determined to be no greater than minimal risk, exempt under 32 CFR 219.101(b) or eligible for expedited review under 32 CFR 219.110 or 21 CFR 56.110 by the local IRB of record; and
- The institution's plan for making awards and tracking progress, including a timeline, in work plan format, that lists key milestones and associated dates.

****Eligible investigators*** are, as previously defined, at or above the level of postdoctoral fellow (or equivalent) affiliated with their facilities. For the purposes of this solicitation, investigators with affiliation to the eligible institutions are defined as either employees or contracted entities.

Only **one application per institution** will be accepted. **Applicants shall submit an electronic copy of the completed application and supporting attachments and/or appendices, signed by e-copy.** Please submit your application in pdf format or zip the files, as large files may bounce back to you, jeopardizing receipt by the submission deadline.

Each page of the electronic application package should be clearly named with the name and number of the solicitation as listed on the cover of this solicitation document. Applications will be accepted via e-mail at canserv@health.ny.gov by the due date.

It is the applicant's responsibility to see that applications are delivered to the email address noted above, **by Thursday, January 8, 2015 by 3:00 pm**. Late applications will not be considered unless the applicant can provide proof that the delay was due to an email transmission error.

The submission should include the following:

- Face Page (Attachment 2)
- Institutional Commitment to Prostate Cancer Research – (Attachment 3)
- Principal Investigator's *Curriculum Vitae*
- Work Plan (Attachment 4)
- Budget and Budget Justification (Attachment 5)
- Vendor Responsibility Attestation (Attachment 6)
- M/WBE Procurement Forms (Attachment 7)

Department staff will conduct a compliance review of all applications received by the application due date as listed on the cover of this solicitation. If an application is deemed incomplete, the applicant organization will be contacted and will have **seven days** from the date of the contact to fulfill submission requirements (listed above).

Matching Funds: Matching funds are not required.

Allowable Use of Funds: Requests for funding may include customarily allowed research expenditures: salaries, fringe benefits, stipends, supplies, travel, meeting registration fees, tuition, publication costs, animal care, human subjects, shared equipment and core usage fees. Facilities and Administrative (F&A) costs will be allowed and may not exceed 15% of the total budget. Such costs will be included in the total amount of the award.

Payment Requirements: Institutions awarded funding will be required to submit monthly vouchers and complete an accurate record of expenditures to the State’s designated payment office. Institutions will begin vouchering upon contract execution, with the last voucher submitted no later than 90 days after contract end date.

Payment of such claims for reimbursement by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: The contractor will be reimbursed for actual expenses incurred as allowed in the contract budget, consistent with the contract work plan.

Compliance Requirements: All activities performed with funds from this solicitation must be carried out in a manner that complies with all applicable federal and New York State laws and regulations.

All publications, abstracts, and posters resulting from the recipient’s work funded by this solicitation shall include the following acknowledgement: “This (research/program) was supported by an award from the New York State Department of Health. The opinions expressed by the authors do not necessarily reflect the opinions of the New York State Department of Health.”

Applicants will be required to comply with all New York State requirements applicable to all contractors and execute a contract that meets the approval of the New York State Office of the Comptroller and the New York State Office of the Attorney General.

Reporting Requirements: Contractors will be required to provide written reports outlining how the funds were used and the benefits derived from the funding. Such progress report(s) should be received by:

Category 1 and Category 2 Institutions:	September 31, 2015; March 31, 2016; September 31, 2016; March 31, 2017.
Category 3 Institutions:	September 31, 2015; March 31, 2016; June 30, 2016.

Any Resulting Contract: All applications will be reviewed by staff from the New York State Department of Health and award recommendations made to the Commissioner of Health. The work plan and budget approved by the Commissioner will be incorporated into the contract. The New York State Master Grant Contract will be utilized (see http://www.grantsreform.ny.gov/sites/default/files/docs/nys_master_contract_for_grants_42913.pdf). Included in the resulting Master Grant Contract, will be Attachment A-1 Agency and Program Specific Clauses (Attachment 8).

New York State Law requires that all state agencies award contracts to only responsible vendors. Contractors are invited to file the required Vendor Responsibility Questionnaire online via the NYS VendRep System. To enroll in and use the NYS VendRep System, see the VendRep System Instruction available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 6).

Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health (“DOH”) recognizes its obligation to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the New York State Department of Health hereby establishes a goal of 20% on any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing greater than \$25,000 under a contract awarded from this solicitation. The goal on the eligible portion of this contract will be 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting an application, a grantee agrees to complete an MWBE Utilization plan as directed in **Attachment 7** of this RFA. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Grantee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Grantee as being non-responsive under the following circumstances:

- a) If a Grantee fails to submit a MWBE Utilization Plan;
- b) If a Grantee fails to submit a written remedy to a notice of deficiency;
- c) If a Grantee fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Grantee has failed to document good-faith efforts to meet the established DOH MWBE participation goals for the procurement.

In addition, successful awardees will be required to certify they have an acceptable Equal Employment Opportunity policy statement.

The Department will accept written questions received electronically via the following email address by the date posted on the cover of this request for applications. All questions should be submitted with the subject line "Prostate Cancer Research" to canserv@health.ny.gov. In the event that any updates and/or clarification of information are warranted, information will be posted on the Department's public website on or around Monday, December 1, 2014.

Sincerely,

Amy Yost
Bureau of Chronic Disease Control
New York State Department of Health
Division of Chronic Disease Prevention

Attachments (9)

ATTACHMENT 1

Eligible Institutions and Awards

Institution	No. of Research Awards to each Institution	Individual Research Award Values	Total Award Value Available to Institution	Contract Period
CATEGORY 1				
Columbia University Medical Center/ Herbert Irvine Comprehensive Cancer Center	3	\$150,000	\$450,000	2 years
Roswell Park Cancer Institute Corp				
Memorial Sloan-Kettering Inst. Cancer Research				
CATEGORY 2				
Albert Einstein College of Medicine/ Cancer Center	2	\$150,000	\$300,000	2 years
Cold Spring Harbor Laboratory Cancer Center				
New York University School of Medicine/ Laura and Isaac Perlmutter Cancer Center				
CATEGORY 3				
Brooklyn College	1	\$75,000	\$75,000	15 months
City College of New York				
College at Old Westbury				
Feinstein Institute for Medical Research				
Fordham University				
Hauptman-Woodward Medical Research Institute, Inc.				
Health Research Inc., Roswell Park Division				
Hunter College				
Icahn School of Medicine at Mount Sinai				
Rensselaer Polytechnic Institute				
Riverside Research Institute				
Rockefeller University				
St. John's University				
SUNY Albany				
SUNY Binghamton				
SUNY Buffalo				
SUNY Downstate Medical Center				
Union College				
University of Rochester Medical Center				
Upstate Medical University				
VA Medical Center				
Weill Medical College of Cornell University				
York College				

ATTACHMENTS AND INSTRUCTIONS

Attachment 2 - Face Page

Project Title. The title should describe the focus or purpose of the proposed project.

Principal Investigator (PI). Provide the information requested. The PI is the investigator designated by the applicant organization within New York State who is responsible for planning, coordinating and implementing all aspects of the work plan if an award is made. The PI will act as liaison between the awarded organization and the Department, and be required to fulfill reporting requirements and submit any revised budgets co-signed by an authorized organizational representative.

Co-Principal Investigator. If the Co-PI is from the applicant organization, provide the information requested for the Co-PI. If the organizational affiliation of the Co-PI is different from that of the PI, do not list him/her on the Applicant Face Page; complete a separate Face Page for each Co-PI. **NOTE:** A Co-PI shares responsibility with the PI for oversight of the entire contract; a co-investigator may be responsible for a specific component of the work plan.

Type of Organization. Select the appropriate box (University, Hospital, Laboratory, Other).

NYS Vendor ID Number. Enter the applicant organization's 10-digit Vendor ID number assigned by the New York State Office of the State Comptroller.

Charities Registration Number. Enter the 6-digit New York State Charities Registration Number. If the state Office of the Attorney General determined that the organization is exempt based on its CHAR410 Series, Schedule E filing, indicate the approved exemption category in the space provided. For more information on registration numbers, see <http://www.charitiesnys.com> or telephone the Office of the Attorney General at 212-416-8402.

Project Start and End Dates. Record the project duration:

- Category 1 institutions, as listed on page 3
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through February 28, 2017.

- Category 2 institutions, as listed on page 3
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through February 28, 2017.

- Category 3 institutions, as listed on pages 3 and 4
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through May 31 2016.

Grand Total Costs. Enter the Grand Total Costs from Attachment 2. This figure includes direct and F&A costs for the applicant.

New York State Applicant Organization. Enter the legal name and address of the applicant organization/contracting entity.

Research Performing Sites. List all sites (organization and location) where the work described will be performed.

Contracts and Grants Official. Provide the information requested. This individual will be notified in the event of an award.

Official Signing for Applicant Organization. Provide the name and contact information for the individual authorized to act for the applicant organization. This individual will be responsible for administration and fiscal management of the contract should an award be made. **NOTE:** This individual typically is not the PI.

Certifications and Assurance. Prior to award recommendation, the PI, Co-PI and the organizational official each are required to sign and date the form. Signatures denote the following: certification that the statements herein are true and complete to the best of the signatories' knowledge; certification that the organization and PI are eligible to apply and the organization has the capability to conduct and administer externally-funded research; and, agreement to comply with the terms and conditions of any contract awarded as a result of this application.

Attachment 3 - Institutional Commitment to Prostate Cancer Research

Provide the information requested on the form. This section should be written as background to support the overall need for the funds, demonstrate the institution's commitment to prostate cancer research, and ability to implement research as described in this solicitation. Limit – 2 pages, not including the PI's *Curriculum Vitae*.

Attachment 4 - Work Plan

The work plan template is a fill-in Word document. Applicants should complete the work plan according to the following instructions.

Summary Page:

The Project Name field has been completed and should not be altered by applicants.

Applicants should insert their SFS Payee Name in the appropriate field.

Category 1 and 2 institutions should complete the Contract Period as: 3/1/2015 to 2/28/2017
Category 3 institutions should complete the Contract Period as: 3/1/2015 to 5/31/2016

The Project Overview completed on the summary page should not be altered by applicants.

The summary should not exceed one page.

Detail Pages:

The detail pages are designed to provide sufficient detail to allow monitoring of progress toward Department goals.

Required objectives that all applicants should include in work plans are as follows:

Required objectives that all applicants must include in their work plans are entered onto Attachment 4 (listed below as well) as the first four objectives. Please provide proposed tasks and performance measures for these for required objectives. If applicants are proposing additional objectives, please enter in the work plan after objective #4.

Objective #1: Identify appropriate research projects and investigators that meet the funding sponsor criteria.

Objective #2: Acquire peer review for proposed research projects.

Objective #3: Engage investigators, initiate and monitor progress on research projects.

Objective #4: Conduct administrative and fiscal oversight to ensure completion of all required deliverables.

Complete the tasks column to describe the activities that will be implemented to fulfill each of the required objectives.

Include performance measures that will be used to measure progress in achieving program objectives and tasks.

The second column “Budget Category/Deliverable” is not applicable and should not be completed.

Definitions

Objectives - describe the “big” steps needed to implement the scope of work and achieve program performance measures.

Tasks planned to achieve this objective – the discreet tasks undertaken by a program to fulfill the scope of work, meet the stated objectives and ultimately fulfill the program performance measures.

(Ask: To meet the objectives, what action is needed? What else might work? Do we have the resources to do this?)

Performance Measures - Standards that a program sets to measure progress in achieving program objectives. Performance measures provide a means to objectively assess a program’s areas of strength and areas needing improvement. Multiple measures of success may be required to fully assess progress toward a particular objective.

Attachment 5 - Budget and Budget Justification

Attachment 5 is fillable as a Microsoft Excel workbook. Please carefully read and follow the instructions provided in Attachment 9, Budget Template Guidance Document, to prepare the budget proposal.

Attachment 6 - Vendor Responsibility

To comply with vendor responsibility requirements, please complete the Vendor Responsibility Attestation.

Attachment 7 - M/WBE Procurement Forms

All Department procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” To comply with the M/WBE requirements, please complete the M/WBE forms as appropriate.

Attachment 3 - Institutional Commitment to Prostate Cancer Research

Present the information requested, adjusting the headings to use available space to your best advantage. **Do not exceed two (2) pages.**

Brief description of Institution's commitment to prostate cancer research and facilities available for such research:

Institution's plans for research awards: (The applicant should clearly identify the number of awards they are requesting and their process for ensuring the funds will be awarded to investigators that meet the stated criteria.)

(The description should include the process by which they will ensure that awards support hypothesis-developing research that represents innovation to an important problem in prostate cancer and by which they will ensure that the research is either determined to be no greater than minimal risk, exempt under 32 CFR 219.101(b) or eligible for expedited review under 32 CFR 219.110 or 21 CFR 56.110 by the local IRB or record.)

A description of the institution's internal peer review process:

A description of the Principle Investigator and other staff who will provide oversight of the research projects and grant deliverables: (The description should include plans for tracking progress and ensuring all reports, vouchers and deliverables are provided to the funder as required). Please attach the Principal Investigator's *Curriculum Vitae*.

**ATTACHMENT 4 – WORK PLAN
SUMMARY**

PROJECT NAME: Prostate Cancer Hypothesis Development Research

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

Project Overview: Innovative, hypothesis-developing research in prostate cancer that is either determined to be no greater than minimal risk, exempt under 32 CFR 219.101(b) or eligible for expedited review under 32 CFR 219.110 or 21 CFR 56.110 by the local Institutional Review Board (IRB) of record. Research will be conducted by investigators at or above the level of postdoctoral fellow (or equivalent) affiliated with their facilities.

**ATTACHMENT 4 – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1: Identify appropriate research projects and investigators that meet the funding sponsor criteria.</p>		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

**ATTACHMENT 4 – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2: Acquire peer review for proposed research projects.		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

**ATTACHMENT 4 – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
3: Engage investigators, initiate and monitor progress on research projects.		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

**ATTACHMENT 4 – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
4: Conduct administrative and fiscal oversight to ensure completion of all required deliverables.		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

**ATTACHMENT 4 – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

ATTACHMENT 5 - EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Prostate Cancer Hypothesis Development Research

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0				\$0
b) Fringe	\$0				\$0
Subtotal	\$0	\$0		\$0	\$0
2. Non Personal Services					
a) Contractual Services	\$0				\$0
b) Travel	\$0				\$0
c) Equipment	\$0				\$0
d) Space/Property & Utilities	\$0				\$0
e) Operating Expenses	\$0				\$0
f) Other	\$0				\$0
Subtotal	\$0	\$0		\$0	\$0
TOTAL	\$0	\$0		\$0	\$0

ATTACHMENT 5 - EXPENDITURE BASED BUDGET

DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					\$ -
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
Subtotal					\$ -
F RINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					\$ -

ATTACHMENT 5 - EXPENDITURE BASED BUDGET

DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ -
TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ -

ATTACHMENT 5 - EXPENDITURE BASED BUDGET

DETAIL

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTAL	\$ -
SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
TOTAL	\$ -

ATTACHMENT 5 - EXPENDITURE BASED BUDGET

DETAIL

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL	\$ -
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL	\$ -

ATTACHMENT 5 - EXPENDITURE BASED BUDGET

DETAIL

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL	\$ -
OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL	\$ -

ATTACHMENT 5 - EXPENDITURE BASED BUDGET

NARRATIVE JUSTIFICATION

PROJECT NAME:

Prostate Cancer Hypothesis Development Research

CONTRACTOR SFS PAYEE NAME:

CONTRACT PERIOD:

From: _____

To: _____

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Personal Services		
a) Salary		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
11.0	\$0	
12.0	\$0	
13.0	\$0	
14.0	\$0	
15.0	\$0	
16.0	\$0	
17.0	\$0	
18.0	\$0	
19.0	\$0	

20.0	\$0	
21.0	\$0	
22.0	\$0	
23.0	\$0	
24.0	\$0	
b) Fringe		
Personal Services Subtotal	\$0	
2. Non Personal Services		
a) Contractual Services		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
b) Travel		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
c) Equipment		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	

8.0	\$0	
d) Space/Property & Utilities		
Rent		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
Own		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
Utilities		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
e) Operating Expenses		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
f) Other		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	

5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
Non Personal Services Subtotal	\$0	
TOTAL	\$0	

ATTACHMENT 6 - Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in this solicitation, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT 7

M/WBE Procurement Forms

GUIDE TO NEW YORK STATE DOH M/WBE RFA/RFP REQUIRED FORMS

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their proposal or application. Below is a summary of the forms used in the DOH MWBE Participation Program by a grantee.

Form #1: Grantee MWBE Utilization Plan - This document must be completed by all grantees responding to RFAs with an MWBE goal greater than zero. The grantee must demonstrate how it plans to meet the stated MWBE goal. In completing this form, the grantee should describe the steps taken to establish communication with MWBE firms and identify current or future relationships with certified MWBE firms. The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms or women and minority owned firms do not meet the criteria for participation. If the plan is not submitted or is deemed deficient, the grantee may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

Form #2: MWBE Utilization Waiver Request - This document must be filled out by the grantee if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the proposal. When completing Form #2, it is important that the grantee thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A grantee can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, the Department of Health may not approve the waiver and the grantee may be deemed non-responsive.

New MWBE firms are being certified daily and new MWBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by DOH to be deficient, the grantee will be sent a deficiency letter asking for a revised form to be returned within 7 business days of receipt.

Any questions regarding completion of these forms can be sent to justin.engel@health.ny.gov.

MWBE Form #1
New York State Department of Health
GRANTEE/CONTRACTOR MWBE UTILIZATION PLAN

Grantee/Contractor Name:	
Vendor ID:	Telephone No.
RFA/Contract Title:	RFA/Contract No.

Description of Plan to Meet MWBE Goals (Use pages 2-3 to provide specific M and W subcontractor information)

PROJECTED MWBE USAGE

	%	Amount
1. Total Dollar Value of Eligible Costs on Budget (<u>Does not include</u> Personal Services, Fringe, Rent, Space, Utilities)		\$
2. MBE Goal Applied to Eligible Costs		\$
3. WBE Goal Applied to Eligible Costs		\$
4. MWBE Combined Eligible Totals*		\$

“Making false representation or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization.”

*If less than the stated goal in RFA, Form #2 is required.

**GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN
MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

In order to achieve the MBE Goals, grantee expects to subcontract/purchase with New York State certified MINORITY-OWNED entities as follows: (add additional pages as needed)

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Expenditure Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

**GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN
WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

In order to achieve the MBE Goals, grantee expects to subcontract/purchase with New York State certified WOMEN-OWNED entities as follows: (add additional pages as needed)

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Expenditure Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

MWBE Form #2

MWBE UTILIZATION WAIVER REQUEST

Grantee/Contractor Name:	
Vendor ID:	Telephone No.
RFA/Contract Title:	RFA/Contract No.

Explanation why Grantee is unable to meet MWBE goals for this project:

Include attachments below to evidence good faith efforts:

- Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- Attachment E. Identify dates of any pre-proposal, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- Attachment F. Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by: _____

Title: _____

(Signature) / (Date)

ATTACHMENT 8

AGENCY AND PROGRAM SPECIFIC CLAUSES

Part A. Agency Specific Clauses

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

A. International Boycott Prohibition: In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

B. Prohibition on Purchase of Tropical Hardwoods:

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

- a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - b) For a nonprofit organization other than
 - (i) an institution of higher education,
 - (ii) a hospital, or
 - (iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.
 3. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports,

disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

- a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

- a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE *monthly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office:

New York State Department of Health
 Bureau of Chronic Disease Control
 150 Broadway, Suite 350
 Menands, New York 12204

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal

year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Fiscal Management Unit
Division of Chronic Disease Prevention
New York State Department of Health
Corning Tower, ESP, Room 1025
Albany, New York 12237

Telephone Number: 518-474-3050

Facsimile Number: 518-473-2853

E-Mail Address:

Insert Vendor/Grantee Name Here

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Attachment A-1 Part B intentionally omitted.

Attachment 9 - Budget Template Guidance Document

Important to Know:

1. Applicants should complete and submit one budget for the period as outlined in the solicitation:
 - Category 1 Institutions:
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through February 28, 2017.
 - Category 2 Institutions
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through February 28, 2017.
 - Category 3 Institutions
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through May 31, 2016.
2. The budget template (Attachment 5) posted with the solicitation is protected to retain the integrity of formulas within the document. Please follow the guidance below prior to entering data.
 - File Saving Guidance
 - After opening the document select File / Save / As
 - Select File Name
 - Please use the following naming convention for each of the separate budgets to be submitted:
 - Solicitation Number and Budget Year. The Budget Year is the year that the particular budget period begins and in this instance is 2015 (e.g. using the budget example above, 1410200115_2015).
 - Select Save after determining the folder location the file should be saved under.
 - Data can now be entered into the document.
3. Please do not delete or insert rows. Deleting or inserting rows will break the pre-set links in the document. Please use the “Hide/Unhide” option for rows that are needed or not needed or just leave the rows blank.
4. All budget lines should be accurately calculated and rounded to whole dollar amounts only (e.g.. 50% of \$32,115 salary = \$16,057.50; budget amount = \$16,058).
5. All reported funds should be directly related to the proposed project and justified in detail regardless of the source of funding (including match/in-kind).
6. Equipment purchases for major items that will depreciate in a very short period of time (i.e. one to three years) will only be considered when supported by a strong justification to be provided under the narrative section of the budget.
7. Copying information from one area of the template to another is discouraged as it can be challenging in Excel. At times, formatting variances will not allow for a row to be cut or copied and then pasted to another area unless the formatting of the cells are exactly the same. It is advised to re-type the information rather than attempt copying and pasting. If you elect to move data from one location to another please consider the following steps to ensure your data is transferred correctly:
 - double click within the cell you wish to extract data from;

- use your mouse to highlight ONLY the data within the cell that you would like to cut or copy;
- right click and select “cut or copy”; and
- double click within the *destination* cell and right click “paste”.

Developing the Budget Proposal:

Request the estimated funds for each budget category appropriate for cost-effective performance of the proposed project. Record the amount requested for each category, subtotal and total. Requests for funding may include customarily allowed research expenditures: salaries, fringe benefits, stipends, supplies, travel, meeting registration fees, tuition, publication costs, animal care, human subjects, and core usage fees.

Care should be taken to record the true budgetary needs of the application, to the best of the institution’s ability at this stage of the application process. Proposed budgets are expected to incorporate cost of living increases and other reasonably-anticipated adjustments that may be necessary throughout the contract term. **Note: Budgets may be adjusted upon notice of award and contract negotiation with successful applicants as necessary. Budget modifications may be made throughout the contract term as needed based on identification of research projects and investigators and successful institutional peer reviews of proposed projects and will be reviewed, and if appropriate, approved by Department staff.**

Funds awarded by this program may not be used to supplant or duplicate other existing support for the same work. Ineligible budget items will be removed from the budget prior to contracting; the budget amount requested will be reduced to reflect the removal of the ineligible items.

Personal Services:

Provide estimated costs for personal services, based on anticipated number, and type if known, of research projects. Salaries are to be paid according to established institutional policies and proportional to the percent of expended professional effort. Fringe benefits may be requested in accordance with institutional guidelines for each position, provided such benefits are applied consistently by the applicant institution as a direct cost to all sponsors.

Provide the information requested for all staff positions assigned to the project, regardless of whether financial support is requested.

Non-Personal Services:

Funding may include customarily allowed research expenditures: stipends, supplies, travel, meeting registration fees, tuition, publication costs, animal care, human subjects, and core usage fees. Requests for Shared Equipment may include the equipment and necessary peripherals.

Facilities and Administrative Costs:

Facilities and Administrative (F&A) costs will be allowed and may not exceed 15% of the total budget.. Such costs will be included in the total amount of the award.

Completing the Workbook:

Expenditure Based Budget Summary Tab: please note that the “GRANT FUNDS” column is automatically populated AFTER all subsequent tabs are completed. Any other voluntary contributions to the proposed project should be reported under the “Other Funds” column. This procurement does not require a match, so please leave this column blank.

The only other information to be entered on this tab is as follows:

- Project Name: Prostate Cancer Hypothesis Development Research (already populated)
- Contractor SFS Payee Name: please use the applicant name as reported in the Statewide Financial System.
- Contract Period: please indicate the budget period indicated for your institution category, below:
 - Category 1 Institutions:
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through February 28, 2017.
 - Category 2 Institutions
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through February 28, 2016.
 - Category 3 Institutions
 - Resulting contracts will be awarded for a contract period of March 1, 2015, through May 31, 2016.

For the following tabs in the budget template, additional rows are hidden but available as needed. You can expand the rows by selecting the “Format” option on the top ribbon of the toolbar and selecting Hide & Unhide.

- Personal Services (PS) Salary Detail Tab: this page allows for decimals and percentage points up to the 100th place value. A pre-set formula has been provided in the “TOTAL” column which will ensure that information entered in columns D-K are calculating to the requested value. Please do not over-write the formula in this column (unless removing values related to match/in-kind contribution or part-time employees as mentioned below). This section should include the following information:
 - Position Title – provide title of position and name of incumbent (if known). If the position is vacant or has not been filled yet, please indicate to be hired (TBH). It may be necessary to enter a position on more than one line if changes to salary, hours, percent of effort, and/or number of months is expected to change. (e.g. position is expected to receive a salary increase after six months budget line 1: \$20,000 100% 6 months; \$25,000 100% 6 months).
 - Annualized Salary Per Position – provide the employees annualized salary as paid by the organization. This figure should not be adjusted for values not supported by the proposed project.
 - Standard Work Week (Hours) – provide the standard hours worked each week by the incumbent for the organization (e.g. 35 hours, 40 hours). This figure should not be adjusted for hours not supported by the proposed project.
 - Percent of Effort Funded – provide only the percentage of time to be spent on proposed project activities.

**Note: Full-time equivalent (FTE) is a way to measure a worker’s involvement in a project. An FTE of 1.0 (100% FTE) means that a person is equivalent to a full-time worker, while an FTE of 0.5 (50% FTE) signals that the worker is part-time (or half-time).*

- Number of Months Funded - indicate the total estimated number of months the position will work on the proposed project; if existing staff will begin immediately, indicate 12 months; if staff are new hires, indicate the anticipated number of months based on the anticipated hire date.
- Total – this column is automatically populated based on the information entered in earlier columns. To calculate salaries which include match/in-kind contributions, subtract the match/in-kind contribution amount directly in the formula bar in the total column.

To enter salary information for a part-time / hourly employee:

The format provided presumes that all employees are salaried. Depending on the level of effort that the employee works on the project and the number of months employed, completing the form can be challenging. Suggestions are as follows:

Employee works 100% of hours on the proposed project and does NOT work on any other project at the agency: Enter the total requested amount in the “Annualized Salary per Position” column and 100% under percent of effort. If the employee works 12 months, you will enter 12 under Number of Months Funded. If the employee works less than 12 months, you will enter the actual number of months and over-write the Total value to be the same as the annualized salary. An explanation of the information entered should be included on the “Narrative Tab” in the “Details” column.

Employee works < 100% on the proposed project and does work on other projects at the agency: Enter the projected annualized salary the employee will receive from the agency factoring in all work at the agency under Annualized Salary Per Position; total hours the employee will work for the agency (not the project) and enter only the percent of effort that the employee will work on this project. If the employee works 12 months, you will enter 12 under Number of Months. If the employee works less than 12 months, you will enter the actual number of months. An explanation of the information entered should be included on the “Narrative Tab” in the “Details” column.

- Applicants should provide justification for staff positions on the “Narrative Tab” in the “Details” column. The justification should provide brief job descriptions and a description of how positions contribute to work plan objective. If applicable, anticipated start dates for their work on the project (e.g. new hires may not begin in the first month).

Sample narrative justifications

The Researcher is a full-time employee, working 40 hours per week and will work 60% of the time (or 24 hours per week) on proposed project activities. The researcher will oversee day to day operations of the project including all aspects of hypothesis development research projects including activity X, activity Y and activity Z. . The researcher will be expected to begin in the sixth month of a twelve month budget period. Seven months of salary ($\$45,000/12 = \$3,750 \times 7 = \$26,250$) 60% of this employee’s seven month salary is \$15,750 ($.60 \times \$26,250 = \$15,750$). The applicant is requesting that all 60% of the employee’s time spent working on the proposed project be funded.

The assistant to the researcher will be a full-time employee, working 40 hours per week and will work 50% of the time (or 20 hours per week) on project activities including activity X, activity Y, activity Z. This assistant is expected to begin work on the proposed project in the seventh month of a twelve month budget period. Six months of salary ($\$40,000/12 = \$3,333 \times 6 = \$19,998$). The applicant is requesting that only 25% of the employee’s time spent working on the proposed project be funded, with the remaining 25% supported through a match/in-kind contribution.

- Fringe Benefits: input the requested fringe rate and the total requested amount. If the proposed positions require the use of more than one fringe benefit rate, provide a breakdown of the base salary amount and respective rate for each. The total requested amount would then be based on a blend of each of the rates. (e.g. FT Staff 35% x \$25,000 Total Salaries; PT Staff 15% x \$15,000 Total Salaries). If the contractor has a federally approved fringe rate agreement, a current copy of the agreement must be submitted. If the contractor utilizes their own fringe benefit rate, the “Fringe Benefit Rate Detail” document should be completed and submitted.

PLEASE NOTE THAT ALL NON-PERSONAL SERVICE (NPS) EXPENSES, AKA OTHER THAN PERSONAL SERVICES (OTPS), ARE DEFINED AS EXPENSES THAT DIRECTLY RELATE TO ONE OR MORE PROPOSED WORK PLAN OUTCOMES. The justification on the “Narrative Tab” SHOULD

provide sufficient DETAIL to establish the need and appropriateness of the expense as well as the calculation used to allocate the APPROPRIATE PORTION OF the expense to the Budget.

- Non-Personal Contractual & Travel Tab:
- Contractual: for each vendor/subcontractor (defined on the bottom of the last page), please provide the name of the proposed subcontractor, a brief indication of the type of service, and the requested amount. If the subcontractor is unknown please provide a brief description of the service to be provided and indicate to be hired (TBH). Additional information should be included on the “Narrative Tab” in the “Details” column. (e.g. elaborate on the service provided, a calculation explaining how the expense is allocated to the proposed project). A separate budget line should be used for each vendor/subcontractor. In addition, copies of all subcontractor agreements must be submitted for review and approval by the contract/program manager. Please be aware of additional requirements that apply to “Subcontractors” detailed in the Terms and Conditions of the Master Contract (Section IV, page 16, sub-section “B. Subcontractors”).
- Travel: for each category of travel (i.e. Client Travel; Staff Mileage; Out-of-State Conference) please enter a separate budget line and the requested amount. Additional information should be included on the “Narrative Tab” in the “Details” column. (e.g. nature of the expense, identify who would be traveling, a calculation explaining how the expense is allocated to the proposed project, and when the travel would occur if known). Subcontractor travel should be included on the Contractual Services budget line. Please note: approved travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the contractor, OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
- Non-Personal Equip Space Utility Tab:
 - Equipment: for each category of equipment please provide the type of equipment and quantity (e.g. 2 HP Computers) and the requested amount. Additional information should be included on the “Narrative Tab” in the “Details” column. (e.g. who will be using the equipment, a calculation explaining how the expense is allocated to the proposed project). Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$1,000, or a grouping of like items which equals or exceeds \$1,000. *Please note that upon the purchase of any new equipment, the contractor's equipment inventory records will need to be updated and made available for review upon visit by staff representing the State. The inventory records should contain identifying information such as a tag number (assigned by the contractor), serial number (manufacturer's), location, and any relevant remarks.*
 - Space/Property Expense: depending on whether the space is rented or owned, complete the appropriate budget section. For each category (e.g. Maintenance; Utilities; Space Cost) please enter a separate budget line and the requested amount. If the expense is for Space, please include the property address. Additional information should be included on the “Narrative Tab” in the “Details” column. (e.g. indicate which program operates out of the space, the total cost, a calculation explaining how the expense is allocated to the proposed project).
- Non-Personal Operating Expense & Other Tab: expenses not falling in any of the above categories are budgeted in this section of the budget forms.

- Operating: all miscellaneous expenses not falling in any of the other budget categories (e.g. postage, printing, mailings, office supplies, program supplies, incentives) should be budgeted under this section, with the exception of “indirect costs/administrative costs”, which will fall under “Other”. Indicate the title of the budget category and the total amount requested. Additional information should be included on the “Narrative Tab” in the “Details” column. (e.g. the total cost and a calculation explaining how the expense is allocated to the proposed project).
- Other: only indirect costs/administrative costs are to be budgeted under this section.
- Narrative Tab: The majority of this page will automatically populate based on information entered from earlier budget pages. The only information that should be entered on this page is “Details” per instructions above. The narrative justification provided for each budget category should be brief, accurate, and consistent with the budget figures on each of the budget pages. Calculations detailed in the narrative must be accurate. The page is set up to auto-wrap text. If for any reason all of the data entered on the earlier tabs is not showing on the printed copy, this can be adjusted by selecting the “format” option on the top ribbon within the toolbar and choosing auto-fit row height. This will ensure that all data shows when printing the document. The form can be collapsed to show only the budget lines allocated by selecting the carrot (upside down triangle) on the top of the “Budgeted” column by un-checking \$0. This will significantly reduce the # of pages needed for the narrative.

Common Budget Category Side-by-Side – please use this chart to assist with aligning cost categories with the (8) defined budget categories, labeled a through f on the budget summary. This a sample listing of those most commonly used. Please note: not all expense categories are appropriate for all proposed projects. Ineligible items may be removed during the final budget negotiation, prior to execution of a contract.

Master Grant Contract Budget Categories	Sample of Budget Categories
Personal Services	ALL employees on payroll
Fringe	Payroll Taxes, Health Insurance, Pension, Worker’s Compensation, etc.
Contractual Services*	Consultants/Vendors*
Contractual Services**	Subcontracted Services, Affiliate Staff
Travel	Travel (ALL - for client, staff, and volunteers). The only exception is subcontractor travel.
Equipment Expense	≥ \$1,000/item or grouping of like items and having a life expectancy of greater than (1) year. < \$1,000/item budget under Operating Expenses
Space/Property & Utility Expenses	Rent, Depreciation, Maintenance & Repairs, Utilities (including electric, heat, cell phone, internet, telephone)
Operating Expense	Equipment, Office Technology purchases < \$1,000
Operating Expense	Beverages, Food, Meeting Costs
Operating Expense unless fringe benefit related, then it is Personal Services	Insurance (e.g. general liability)
Operating Expense	Program Supplies/Materials, Office Supplies
Operating Expense unless it is contracted out, then it is Contractual Services	Database Management, Computer/Network Maintenance
Operating Expense unless it is contracted out, then it is Contractual Services	Media Placement, Advertising (e.g. recruitment ads, program promotion)
Operating Expense unless it is contracted out, then it is Contractual Services	Educational Materials, Printing, Postage
Operating Expenses	Conference Costs/Registration Fees
Operating Expenses	Staff Training/Professional Development (for costs such as conference fee - NOT travel)
Operating Expenses	Vehicle Operating Expenses
Operating Expenses any associated travel must go under travel	Special Events, Workshops
Operating Expenses	Client Services (medical supplies, translation services, and incentives)
Operating Expenses	Stipends
Other	Indirect

**Contractual Services - Vendors: include those persons or organizations that provide the same or similar services to any customer without altering its product. Examples of vendors include audit services, payroll services, bookkeepers, and IT consultants.*

***Contractual Services – Subcontractor: performs a portion of the scope of work from the lead contractor’s project, often off-site and under the direction of a third party. The subcontractor has its performance measured against the objectives of its portion of the scope of work of the lead program.*