

ROSWELL PARK CANCER INSTITUTE CORPORATION
REQUEST FOR PROPOSAL

RFP# 58-15

**Marketing Services for Precision Medicine Technology Company
“OmniSeq”**

RFP Due Date – March 31, 2015

RFP Due Time – 2:00 PM EST

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SECTION I

A) INTRODUCTION

Roswell Park Cancer Institute Corporation (RPCIC) is a cancer treatment, research and teaching facility located in Buffalo, New York. RPCIC provides a wide variety of inpatient and outpatient cancer treatment services in addition to its extensive research activities. The facility is a public benefit corporation that is partially funded by New York State. In addition, Health Research Inc., a not for profit corporation, is an integral component of RPCIC. RPCIC brings together on one campus staff of 3,200.

SECTION II

BIDDING PROCEDURES

A) GENERAL STATEMENT

Proposals from all qualified bidders shall be all-inclusive and detailed in accordance with Section III, "Bid Proposal" and Section IV, "Services". This solicitation is a request for proposal and does not constitute an offer. RPCIC may, at its sole discretion, award a contract or no contract at all.

Appendix A, RPCIC Standard Clauses, is attached hereto and is made a part of this proposal. The successful bidders will be required to abide by these terms as part of the contract for services. Sealed proposals in three (3) copies must be submitted prior to bid opening to:

Roswell Park Cancer Institute Corporation
Elm and Carlton Streets
Buffalo, NY 14263
Attention: Purchasing

All proposals hand delivered must be submitted to the:

Roswell Park Cancer Institute Corporation
Purchasing Department
Cell and Virus Building, 6th Fl. Rm. 630
141 High Street
Buffalo, NY 14263

The fee quoted must be included with the sealed proposals. All proposals must be received by RPCIC and clearly marked at the above address no later than 02:00 p.m. EST

on Month 31, 2015. The bid package and shipping package should be clearly marked "SEALED BID# 58-15, OmniSeq Marketing, DO NOT OPEN." No award will be made at that time. Upon review by committee, an award may be made to the successful bidder.

B) DISCREPANCIES AND OPTIONS

The bidder is responsible to bring discrepancies to the attention of RPCIC and to present desirable options available that the RPCIC may consider. Cost of such options should be clearly and separately specified in the content of the proposal.

C) QUALIFICATIONS

All proposals shall provide detailed information regarding bidders' qualifications, including those specified herein. Proposals shall provide detailed and pertinent resumes of key individuals to be assigned to this project. The resumes should include names, titles and telephone numbers.

D) GENERAL CONDITIONS

The bidder is responsible for assuring that this proposal is received by RPCIC by the date and hour indicated in this proposal. Proposals may be hand-carried to RPCIC Purchasing Department to ensure timely delivery for the bid deadline. All costs for preparation and submission of proposals will be borne by the bidder.

Upon review of the submitted proposals, a selection of a bid may be made and a contract will be prepared to provide service. The award shall be to the lowest price/best qualified bidder who meets the specifications included in Section IV Services and as indicated in Section V Method of Evaluation and Contract Award.

Moreover, RPCIC is not liable for any costs incurred by any firm for work performed to prepare its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal. Further, RPCIC is not liable for any costs incurred by the successful bidder for services performed or costs incurred until the contracting process has been completed and all required approvals obtained.

A late bid will not be considered in awarding a contract.

RPCIC reserves the right to exercise the following:

1. Reject any or all proposals received in response to this RFP.
2. Adjust or correct any arithmetical error in the proposal and so notify the bidder.
3. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
4. Adopt as RPCIC property, all submitted proposals and to use any portions thereafter which are not specifically noted as proprietary by the submitting firms.
5. Change the proposal due date.

6. Cancel or limit the scope of the contract.
7. Accept or reject any of the contractor's assigned employees and to require their replacement at any time.
8. Consider modifications to proposals at any time before the award is made, if such action is in the best interest of RPCIC.
9. Amend and modify the RFP specifications after their release and so notify all bidders.
10. Negotiate with bidders, within the scope of RFP requirements, to serve the best interests of RPCIC.
11. Accept a bid for the contract other than the lowest bid based on the evaluation criteria.

E) **QUESTIONS AND ANSWERS**

Questions regarding the bid specifications should be sent to Joseph Bellavia, Contract Administrator by email at joseph.bellavia@roswellpark.org. Reference the bid number and title in the subject line of the email. Questions will be responded to by email. The last day for submitting questions is March 24, 2015 at 2:00 PM EST.

SECTION III

BID PROPOSAL

A) **CONTENT AND FORMAT OF PROPOSAL**

Interested and qualified firms must submit their proposals in the following format, addressing each requirement described below:

- 1) A cover letter not to exceed three (3) pages which introduces the firm, with firm name, address, corporate headquarters and telephone number. The name of one individual must be provided who will be the primary contact person with the RPCIC and who will be authorized to represent the organization.
- 2) A detailed table of contents of the proposal.
- 3) A statement of the objectives and approach. This section is to be used to describe the proposed services including essential exhibits and addressing all the issues listed.
- 4) A description of the organization's experience in providing services. (to hospitals?). This description is to include:
 - a) Provide the names, organization, email and phone numbers of at least 3 references where similar work has been performed.
 - b) how many acute New York State hospitals are clients

- c) explain other factors you feel are pertinent to the assessment of your firm's experience and expertise that will be of benefit to RPCIC.
- d) length of time providing similar services.
- e) other city, state or federal government agencies previously and/or currently under contract with the bidder's firm.
- f) Written response to Section IV Scope of Services and VI Financial Terms and Conditions of the bid proposal.

SECTION IV

SCOPE OF SERVICES / SPECIFICATIONS

Working in partnership with the Roswell Park Cancer Institute (RPCI) Center for Personalized Medicine, OmniSeq, a wholly owned subsidiary of RPCI, seeks to deploy advanced clinical molecular diagnostic testing systems that clearly inform clinicians and their patients of the best treatment and care options based on current scientific and clinical evidence and to conduct innovative genomic biomarker research.

OmniSeq has an immediate need for marketing and branding strategies for a successful business presence. An aggressive timeline is in place which requires the following:

- A team that can provide both marketing and branding deliverables
- The ability to respond and adjust quickly to evolving needs
- Experience in the genomics/molecular space so that little to no time is spent on knowledge transfer

OmniSeq requires that a branding/marketing group also provide project management services. A dedicated project manager must be assigned to this project from beginning to end; this will help to ensure that timelines are met consistently and efficiently and prevent unnecessary tasks from being performed by any party.

The deliverables include, but are not limited to the following:

- Review of the current OmniSeq branding and marketing structure at no additional cost to OmniSeq
- OmniSeq brand creation and installation
- Multi-Channel message platform development
- Market research
- OmniSeq media and digital strategy
- Corporate identity packet, including multiple brochures for multiple audiences
- Strategic account management

SECTION V

FINANCIAL TERMS AND CONDITIONS

- 1) **TERM:** The agreement will be for one (1) year with the option to renew through project completion. The agreement can be renewed for (number of renewal terms) additional (length of renewal terms) year terms. RPCIC may terminate the agreement at any time giving the other party thirty (30) days written notification.
- 2) **PAYMENT:** Progress payments will be made to the bidder. Payments will be made according to the New York State Law.
- 3) **STATUS:** The Contractor is an independent contractor and may neither hold itself out nor make claim to be an officer, employee or subdivision of the Corporation nor make any claim, demand or application to or for any right based upon any different status.

SECTION VI

MWBE REQUIREMENTS

I. General Provisions

A. RPCI is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to RPCI, to fully comply and cooperate with RPCI in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions including the assessment of actual damages.

II. Contract Goals

A. For purposes of this Contract, RPCI hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact RPCI’s office of Diversity and Inclusion at ((716) 845-8840) and the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to RPCI for actual or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to RPCI within three (3) days after the date of the notice by RPCI to award the Contract to the Contractor.
 3. If Contractor does not have an existing EEO policy statement, Contractor may adopt the attached model statement (Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to connection with the Contract.
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C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report (“Workforce Report”)

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to RPCI of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractors total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the Contract.

B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, RPCI shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, RPCI shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If the RPCI, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, RPCI may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to RPCI by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Damages - MWBE Participation

A. Where RPCI determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to RPCI damages. Contractor must provide an MWBE plan within five (5) business days of submission of its bid response.

B. Such damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of damages and such identified sums have not been withheld by the RPCI, Contractor shall pay such damages to RPCI within sixty (60) days after they are assessed by RPCI unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if Director renders a decision in favor of the RPCI

SECTION VII

METHOD OF EVALUATION AND CONTRACT AWARD

All proposals received will be reviewed and evaluated by a committee of RPCIC personnel. The committee will recommend the award be made to the bidder whose proposal receives the highest overall evaluation score based on the criteria stated herein. RPCIC reserves the right to place such weight on each of such factors as it deems appropriate.

A) EVALUATION CRITERIA –

The following is the weighting factor to be utilized for making the award:

- | | |
|------------------------------|-----|
| 1) Financial - | 40% |
| 2) Experience - | 25% |
| 3) Deliverables - | 30% |
| 4) Local and/or NYS Vendor - | 3% |
| 5) Minority or Women Owned - | 2% |

Appendix A REQUIRED CLAUSES FOR ALL CONTRACTS WITH ROSWELL PARK CANCER INSTITUTE OR HEALTH RESEARCH, INC., ROSWELL PARK DIVISION

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, the "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract and which supercede any inconsistent provision in the Contract. "ROSWELL PARK" herein refers collectively to Roswell Park Cancer Institute ("RPCI") and/or Health Research, Inc., Roswell Park Division (as is also individually referred to herein as "HRI"). "CONTRACTOR" herein refers to any party other than ROSWELL PARK whether a contractor, licensor, licensee, lessor, lessee, or any other party to the Contract.

1. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the CONTRACTOR or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the previous written consent of ROSWELL PARK, and any attempt to assign the Contract without ROSWELL PARK's written consent shall be null and void.

2. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if the Contract is for the construction, alteration, and/or repair of any public building and/or public work and/or for the manufacture, sale, and/or distribution of materials, equipment, and/or supplies, and to the extent that the Contract shall be performed within the State of New York, CONTRACTOR agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; and/or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract.

For contracts with HRI: HRI is an Equal Opportunity and Affirmative Action Employer. Unless exempt, the provisions at 41 CFR § 60-1.4(a) (for women and minorities), 41 CFR § 60-250.5(a) and 41 CFR § 60-300.5(a) (for veterans), and 41 CFR § 60-741.5(a) (for disabled individuals); the provisions of 41 CFR § 61-250.10 and 41 CFR § 61-300.10 (veterans' employment reports); and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated by reference as terms and conditions of the Contract and are binding on CONTRACTOR. CONTRACTOR may also be required to prepare written affirmative action programs as set forth at 41 CFR § 60-2.1 and/or otherwise comply with the regulations at 41 CFR Part 60.

3. **WAGE AND HOUR PROVISIONS.** If the Contract is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither CONTRACTOR's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONTRACTOR and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

4. **DELIVERY OF PARTS.** Parts to be delivered by CONTRACTOR to ROSWELL PARK shall be made FOB destination, prepaid and invoiced.

5. **SET-OFF RIGHTS.** ROSWELL PARK shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any moneys due to the CONTRACTOR under the Contract up to any amounts owing to ROSWELL PARK which are past due, with regard to the Contract, any other contract with ROSWELL PARK.

6. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

7. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York.

8. LATE PAYMENT. Timeliness of payment and any interest to be paid to CONTRACTOR for late payment shall be governed by the prompt payment policy enacted by ROSWELL PARK pursuant to Section 2880 of the New York State Public Authorities Law.

9. CONTRACTOR RESPONSIBILITY. CONTRACTOR shall be responsible for any direct damage caused to ROSWELL PARK, and to indemnify ROSWELL PARK for claims of third parties asserted against ROSWELL PARK, to the extent attributable to or caused by the negligence, willful misconduct, product liability, and/or breach of contract or warranty of CONTRACTOR.

10. COMPLIANCE. While on RPCI property, CONTRACTOR shall abide by all applicable RPCI rules, regulations, policies and procedures that are posted on RPCI property or otherwise made known to CONTRACTOR. CONTRACTOR shall comply with all applicable requirements of the Joint Commission on Accreditation of Healthcare Organizations when providing services to RPCI. Where CONTRACTOR will be performing services within the Clinical or Patient Areas of ROSWELL PARK, CONTRACTOR shall provide the following to RPCI: (i) proof of current immunizations; (ii) verification of credentials (if applicable); (iii) a copy of the current job description; and (iv) a copy of its annual employment evaluation (if applicable).

11. TRAVEL EXPENSE REIMBURSEMENT. CONTRACTOR transportation expenses must be approved by ROSWELL PARK in advance and will be reimbursed at actual costs. Reimbursement for actual costs for meals and incidental expenses may not exceed the per diem amounts for Buffalo, New York as set by the current GSA schedule ("GSA Limits"). Air travel expenses may include only coach air fare; no charges for seat upgrades or seat preferences will be reimbursed. Overnight accommodations will be direct billed to ROSWELL PARK (e.g., from the Doubletree Hotel (125 High Street, Buffalo)). If accommodations are not available at a hotel that has a direct bill arrangement with ROSWELL PARK, then hotel rates not to exceed GSA Limits for Buffalo, New York will be reimbursed. Receipts for any costs to be reimbursed must be submitted within 30 days of the month incurred.

12. 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 procurement contracts of the State and public benefit corporations.

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

NYS Department of Economic Development
Division of Small Business
One Commerce Plaza
Albany, NY 12245

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

NYS Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, NY 12245

The Omnibus Procurement Act of 1992 requires that by signing a bid proposal and/or the Contract, as applicable, contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The CONTRACTOR has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on the project covered by the Contract, and has retained the documentation of these efforts to be provided upon request to the State:

(b) The CONTRACTOR has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The CONTRACTOR agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on the project covered by the Contract listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The CONTRACTOR agrees to document these efforts and to provide said documentation to the State upon request.

13. TERMINATION. The Contract shall be subject to termination at the election of ROSWELL PARK upon 30 days' prior written notice. Upon such termination, ROSWELL PARK shall pay to CONTRACTOR all compensation earned up to the date of termination in accordance with the compensation fees listed in the Contract. Other than as set forth in the Contract and except in the event of a breach of this Appendix A or any provisions of the Contract, upon the effective date of any termination by either party, the parties shall have no further obligations to each other.