

**REQUEST FOR PROPOSAL
RFP # 19-55**

FOR

CONTENT MARKETING CAMPAIGN

**DATE OF ISSUANCE: FRIDAY, FEBRUARY 08,
2019**

**PROPOSAL DUE DATE AND TIME: MONDAY,
MARCH 4, 2019 BY 2:00 P.M. EST**



Roswell Park Cancer Institute Corporation
d/b/a Roswell Park Comprehensive Cancer Center
Elm and Carlton Streets
Buffalo, NY 14263
www.roswellpark.org

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SECTION I – GENERAL

1.1 Defined Terms

All defined terms in this Request for Proposal (this “**RFP**”) in the singular form will be construed to include the plural and vice versa.

1.2 About Roswell Park

Roswell Park Cancer Institute Corporation d/b/a Roswell Park Comprehensive Cancer Center (“**Roswell Park**”), located in Buffalo, New York, was founded in 1898 by Dr. Roswell Park, one of the nation’s preeminent surgeons. Roswell Park provides a comprehensive array of inpatient and outpatient cancer treatment services, as well as a wide variety of cancer research, education, and prevention activities, on a local, national, and international scale. From its inception, Roswell Park’s mission – to understand, prevent and cure cancer – has remained consistent with the vision of its founder.

Roswell Park was among the first to be designated a “Comprehensive Cancer Center” by the National Cancer Institute in 1974, and has held that designation ever since. Roswell Park is also a charter member of the prestigious National Comprehensive Cancer Network (“**NCCN**”), an alliance of the nation’s leading cancer centers. Many Roswell Park faculty members serve on the NCCN panels that create the Clinical Practice Guidelines in Oncology – the internationally recognized standards for clinical policy in oncology and the most comprehensive, most frequently updated, clinical practice guidelines available in any area of medicine.

1.3 Summary of Request

Roswell Park is seeking proposals, in accordance with the criteria set forth in Section 3.1 of this RFP (each a “**Proposal**”), from companies (each a “**Respondent**”) to partner with to develop results oriented content marketing campaigns and other digital content that will move potential cancer patients through the funnel from awareness to action. The services requested include strategy, planning and content creation in close collaboration with Roswell Park’s in-house marketing team, persona creation, content journey mapping to include lead generation and lead nurturing, copywriting, graphic design and other content creation, ad campaign planning and channel selection, audience segmentation and targeting and return on investment reporting. The overall goal of this project is to help Roswell Park achieve its patient acquisition objectives, while creating increased awareness and preference among the general public and to amplify exposure of Roswell Park’s leadership in cancer care through meaningful content experiences. The vendor must be able to complement Roswell Park’s existing marketing efforts with effective digital content that converts. The success of the campaigns produced by the vendor will be measured by well-defined business objectives. Bidders are advised to carefully review and consider the RFP requirements before submitting their proposal responses; all as further set forth in Section IV of this RFP.

1.4 Notices of Intent to Submit

After downloading this RFP from the NYS Contract Reporter, all Respondents planning to submit a Proposal shall send an email stating their intent to: Sean McParlane @ Sean.McParlane@RoswellPark.org.



1.5 Questions

Roswell Park will accept questions from Respondents regarding this RFP until **Monday, February 25, 2019 at 2:00 p.m. EST**. Questions must be submitted via email to: Sean McParlane @ Sean.McParlane@RoswellPark.org. Respondents must reference the RFP number and title in the subject line of each such email. As part of Roswell Park's response to questions, ALL Respondents' questions and the associated answers will be shared collectively with all Respondents.

1.6 Addenda

If it becomes necessary to clarify and/or modify any portions of this RFP, as determined by Roswell Park, in its sole discretion, then Roswell Park will issue individually numbered addenda to the Respondents which shall contain such clarifications and/or modifications (each an "*Addendum*"). Each Addendum must be listed in Section 1.0 of the Respondents' Proposal Forms (as defined in Section 3.1.1 of this RFP).

1.7 Validity of Proposals

Proposals must remain open and valid for a period of at least ninety (90) days from the due date of the Proposals as indicated in this RFP (the "*Proposal Validity Period*"). During the Proposal Validity Period, the price quoted and the proposed offering in each Proposal must remain unchanged unless otherwise directed, in writing, by Roswell Park. If a Respondent is selected as a successful Respondent by Roswell Park (the "*Successful Respondent*") and awarded a resultant agreement by Roswell Park (the "*Resultant Agreement*") within the Proposal Validity Period, then, once accepted, the price quoted and the proposed offering in the Successful Respondent's Proposal must remain unchanged and in effect and will be stated as such in the Resultant Agreement.

1.8 Term of Resultant Agreement

The Resultant Agreement will be effective as of the effective date stated therein, and will continue for an initial term of three (3) years thereafter (the "*Initial Term*"), unless terminated earlier pursuant to Section 16.1 of Appendix A (as defined in Section 1.18 of this RFP). Upon expiration of the Initial Term, the Resultant Agreement may be renewed for two (2) successive one (1) year renewal terms, subject to the written approval of the Roswell Park and the Successful Respondent (each a "*Renewal Term*"), unless terminated earlier pursuant to Section 16.1 of Appendix A. The Initial Term and all Renewal Terms are collectively referred to in this RFP as the "*Term*".

1.9 Procurement Lobbying

Pursuant to Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, as of the date this RFP is issued by Roswell Park, any direct and/or indirect contacts, communications, lobbying, and/or other attempts of any kind by any Respondent in an effort to influence the RFP award process are prohibited by NYS law.

1.10 Restrictions on Contacts during the Procurement Process

Pursuant to State Finance Law §139-j, as amended by Chapters 56 and 395 of the Laws of 2006, Chapter 501 of the Laws of 2007, Chapter 169 of the Laws of 2009 and Chapter 4 of the Laws of

2010, this RFP includes and imposes certain restrictions on communications between Roswell Park and any Respondent during the procurement process. All Respondents are restricted from making contacts from the earliest notice of this RFP through the final award and approval of the Resultant Agreement by Roswell Park to any other person at Roswell Park other than Sean McParlane, Assistant Contract Administrator, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

1.11 Equal Employment Opportunities

Roswell Park is required to implement the provisions of NYS Executive Law Article 15-A regarding equal employment opportunities (“*EEO*”) for minority group members and women (the “*EEO Requirements*”) for all contracts with a value in excess of: (i) \$25,000.00 for labor, services (including legal, financial, and other professional services), travel, supplies, equipment, materials, and/or any combination of the foregoing, with the exception of the acquisition, construction, demolition, replacement, major repair, and/or renovation of real property and/or improvements thereon; and (ii) \$100,000.00 for the acquisition, construction, demolition, replacement, major repair, and/or renovation of real property and/or improvements thereon (each an “*EEO Requirement Threshold*”). If the value of any Respondent’s Proposal and Resultant Agreement, if awarded by Roswell Park, will meet an EEO Requirement Threshold, then each such Respondent and Successful Respondent shall comply with the requirements set forth in Section II of this RFP, and shall complete the documentation set forth in Section 3.1.5 and in Section 3.1.6 of this RFP which shall be included as part of each such Respondent’s Proposal. If the value of any Respondent’s Proposal and Resultant Agreement, if awarded by Roswell Park, will not meet an EEO Requirement Threshold, then the requirements set forth in Section II of this RFP shall not apply to any such Respondent, and each such Respondent shall not be required to complete the documentation set forth in Section 3.1.5 or in Section 3.1.6 of this RFP.

1.12 Conflicts of Interest

In accordance with Public Officers Law §74 et. seq. and Roswell Park policies, if any shareholder, member, director, officer, and/or employee of the Respondent has a relationship with Roswell Park (e.g., as an employee, Board Member, Committee Member), then each such Respondent must disclose each such relationship on the “Conflict of Interest Form” which is attached to this RFP, as further described in Section 3.1.4 of this RFP (the “*Conflict of Interest Form*”).

1.13 Roswell Park’s Rights

This RFP is a request for proposal and does not constitute an offer by Roswell Park. Roswell Park reserves the right, in its sole discretion, to: (i) award a Resultant Agreement to a single Respondent, to multiple Respondents, or to not award a Resultant Agreement at all; (ii) reject any or all Proposals; (iii) award only a portion of the RFP to any Respondent; (iv) adjust and/or correct any arithmetical error in any Proposal following notification to the applicable Respondent; (v) waive minor irregularities in any Proposal following notification to the applicable Respondent; (vi) adopt, as Roswell Park property, all submitted Proposals and corresponding attachments, and to use any portions thereof which are not specifically noted as proprietary by a Respondent; (vii) change any portion of this RFP following issuance of an Addendum to the Respondents; (viii) cancel and/or limit the scope of this RFP; (ix) consider and accept modifications in any Proposal at any time before the RFP award is made, if such action is in the best interest of Roswell Park, as determined by Roswell Park, in its sole discretion; (x) negotiate



with any Respondent to serve the best interests of Roswell Park; and/or (xi) award a Resultant Agreement to any Respondent based on Roswell Park’s RFP evaluation criteria listed in Section V of this RFP, and not simply based on lowest bid.

1.14 Insurance Requirements

The Successful Respondent will maintain, at a minimum, at all times during the Term, the following primary insurance coverages and corresponding limits:

Insurance Coverages	Insurance Limits
Workers’ Compensation	Statutory limits
Employer’s Liability	\$1,000,000.00 each accident \$1,000,000.00 disease – each employee \$1,000,000.00 disease – policy limit
Commercial General Liability	\$1,000,000.00 each occurrence \$300,000.00 damage to rented premises (each occurrence) \$10,000.00 medical expense (any one person) \$1,000,000.00 each personal and advertising injury \$3,000,000.00 general aggregate \$3,000,000.00 products/completed operations aggregate
Automobile Liability	\$1,000,000.00 combined single limit (each accident)
Umbrella Liability	\$5,000,000.00 each occurrence \$5,000,000.00 aggregate

The insurance coverages and limits listed in the above table are collectively referred to as the “*Successful Respondent’s Insurance*”. Except as otherwise prohibited by law, the Successful Respondent will include Roswell Park and its officers, directors, agents, employees, subsidiaries, and affiliates as additional insureds on the Successful Respondent’s Insurance. Except as otherwise prohibited by law, the Successful Respondent and its insurer(s) will waive all rights of subrogation against Roswell Park and its officers, directors, agents, employees, subsidiaries, and affiliates for recovery of damages to the extent these damages are covered by the Successful Respondent’s Insurance. The Successful Respondent’s insurer(s) shall have a rating by A.M. Best Company, Inc.’s of not less than A:VII, and must be licensed to do business in the State of New York. The Successful Respondent’s Insurance will be written so that the coverage provided to Roswell Park is as broad as the coverage provided for the Successful Respondent, applying as primary insurance on a non-contributing basis. The Successful Respondent’s Insurance will be endorsed so that the policies cannot be cancelled, non-renewed, changed/materially altered, and/or allowed to expire until at least thirty (30) days prior written notice has been given to Roswell Park. Notwithstanding any language to the contrary, the terms of this Section 1.14 must be incorporated into the Resultant Agreement.

1.15 Costs to Prepare Bid Responses

Roswell Park is not responsible, and will not reimburse any Respondent, for any costs incurred by any Respondent in preparing and/or submitting a Proposal, in making any presentations to Roswell Park in relation to this RFP, in providing any demonstrations to Roswell Park in relation to this RFP, and/or in performing any other activities relative to this RFP prior to award of a



Resultant Agreement. Furthermore, unless otherwise specified in writing by Roswell Park, Roswell Park is not liable for any costs incurred by the Successful Respondent following award of the RFP until a Resultant Agreement is fully executed, and all required approvals have been obtained by the Successful Respondent from Roswell Park.

1.16 Modifications

Except as otherwise provided in this RFP and/or in any bid form and/or attachment hereto, Respondents shall not modify this RFP and/or any RFP forms and/or attachments without the express written approval of Roswell Park.

1.17 Discrepancies

The Respondents are responsible for bringing discrepancies found in this RFP to the attention of Roswell Park.

1.18 Appendices

Attached to this RFP are Roswell Park's "Appendix A Required Clauses" revised February 2018 ("**Appendix A**") and "Appendix B Use of Premises" revised February 2018 ("**Appendix B**"). Appendix A and Appendix B are collectively referred to in this RFP as the "**Appendices**". Notwithstanding any language to the contrary, the Appendices must be incorporated by reference into the Resultant Agreement.

SECTION II – EEO REQUIREMENTS

2.1 EEO Requirements Overview

The Successful Respondent and its subcontractors (each a “*Subcontractor*”) agree to, in addition to any other non-discrimination provisions set forth in the Resultant Agreement, and at no additional cost to Roswell Park, fully comply and cooperate with Roswell Park in the implementation of the EEO Requirements. These provisions will be deemed supplementary to, and not in lieu of, the non-discrimination provisions required by NYS Executive Law Article 15 (the “*Human Rights Law*”) and/or any other applicable Federal, State, and local statutory and/or constitutional non-discrimination laws.

The Successful Respondent and its Subcontractors shall: (i) comply with the provisions of the Human Rights Law, and all other Federal, State, and local statutory and constitutional non-discrimination provisions; (ii) not discriminate against any employee and/or applicant for employment because of race, religion, color, national origin, sex (including gender identity and/or expression), sexual orientation, age, disability, predisposing genetic characteristic, marital status, military status, and/or domestic violence victim status; and (iii) follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Separate EEO forms, plans, reports, etc., as indicated in this Section II, must be completed as instructed. Failure by any Respondent to comply with this Section II may result in such Respondent being found non-responsive, as determined by Roswell Park, in its sole discretion. Failure by any Successful Respondent and/or Subcontractor to comply with the requirements set forth in this Section II will be considered a breach of contract, and may lead to the withholding of funds.

Notwithstanding any language to the contrary, the provisions set forth in this Section II must be incorporated into the Resultant Agreement. In addition, the Successful Respondent will include the provisions set forth in this Section II in every subcontract related to the Resultant Agreement in such a manner that the requirements in this Section II will be binding upon each Subcontractor in connection with the Resultant Agreement.

2.2 EEO Requirements

The Successful Respondent and its Subcontractors will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, religion, color, national origin, sex (including gender identity and/or expression), sexual orientation, age, disability, predisposing genetic characteristic, marital status, military status, and/or domestic violence victim status. For these purposes, EEO will apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, and termination, as well as rates of pay or other forms of compensation in connection with the Resultant Agreement. To ensure compliance with the EEO Requirements, the Respondents must submit an EEO policy statement as part of their Proposals which must include the following (see the following page):

1. A written statement that the Respondent and any of its proposed subcontractors (each a “*Proposed Subcontractor*”) will: (i) not discriminate against any employee and/or applicant for employment because of race, religion, color, national origin, sex (including

- gender identity and/or expression), sexual orientation, age, disability, predisposing genetic characteristic, marital status, military status, and/or domestic violence victim status; (ii) undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination; and (iii) make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
2. A written statement that the Respondent, if selected as the Successful Respondent, and any of its Proposed Subcontractors, will state in all solicitations and advertisements for employees that, in the performance of the Resultant Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion, color, national origin, sex (including gender identity and/or expression), sexual orientation, age, disability, predisposing genetic characteristic, marital status, military status, and/or domestic violence victim status.
 3. A written statement from each employment agency, labor union, and/or authorized representative of workers with which the Respondent and any of its Proposed Subcontractors has/have collective bargaining agreements and/or other similar agreements and/or understandings, that such employment agency, labor union, and/or authorized representative will not discriminate on the basis of race, religion, color, national origin, sex (including gender identity and/or expression), sexual orientation, age, disability, predisposing genetic characteristic, marital status, military status, and/or domestic violence victim status, and that such employment agency, labor union, and/or authorized representative of workers will affirmatively cooperate in the implementation of the EEO Requirements under the Resultant Agreement.

If any Respondent and/or any of its Proposed Subcontractors does/do not have an existing EEO policy statement and/or prefer(s) to use the one Roswell Park has supplied with this RFP, then each such Respondent and/or Proposed Subcontractor may adopt the model statement “EEO Policy Statement” which is attached to this RFP, as further described in Section 3.1.5 of this RFP (the “*Roswell Park-Provided EEO Policy Statement*”).

2.3 EEO Staffing

To ensure compliance with the EEO Requirements, the Respondents, and any of their Proposed Subcontractors, must complete and submit, as part of each Proposal, an “EEO Staffing Plan”, a copy of which is attached to this RFP as further described in Section 3.1.6 of this RFP (an “*EEO Staffing Plan*”).

2.4 Quarterly EEO Compliance Reports

The Successful Respondent will be required to submit to Roswell Park by the 10th day following each end of quarter throughout the Term, workforce employment utilization report(s) detailing updates made to the Successful Respondent’s and/or Subcontractor(s)’ EEO Staffing Plan(s), and information regarding the actual workforce utilized in the performance of the Resultant Agreement by the specified categories listed. In limited instances, a Successful Respondent and/or its Subcontractor(s)’ may not be able to separate out the workforce utilized in the performance of the Resultant Agreement from its and/or its Subcontractor(s)’ total workforce. When a separation can be made, the Successful Respondent and its Subcontractor(s) must submit to Roswell Park the required workforce employment utilization report and indicate that the information provided is related to the actual workforce utilized on the Resultant Agreement.



When separation cannot be made, then the Successful Respondent and/or its Subcontractor(s) shall submit the workforce employment utilization report and indicate that the information provided is the Successful Respondent's and/or such Subcontractor's total workforce during the subject time frame, not limited to work specifically under the Resultant Agreement.

SECTION III – PROPOSAL REQUIREMENTS

3.1 Content and Format of Proposals

Each Respondent's Proposal must include the following:

The Respondents electronic proposal that is submitted on a USB drive is to be in the following format:

- 1.) Submit All Bid Documents as separate PDF files.
- 2.) Submit All Exceptions and Draft Agreements in an editable Microsoft Word document format.

All Proposals shall be complete and all-inclusive:

3.1.0 RFP Completion Checklist

Each Proposal must include a signed, completed "RFP Completion Checklist", a copy of which is attached to this RFP.

3.1.1 Proposal Forms

Each Proposal must include a signed, completed "Proposal Form", a copy of which is attached to this RFP (each a "***Proposal Form***"). Respondents must utilize and complete the provided Proposal Form, and shall not substitute their own forms for such.

3.1.2 Non-Collusion Affidavits

Each Proposal must include a signed, completed "Non-Collusion Affidavit", a copy of which is attached to this RFP.

3.1.3 Disclosure Forms

Each Proposal must include a signed, completed "Disclosure Form", a copy of which is attached to this RFP.

3.1.4 Conflict of Interest Forms

Each Proposal must include a signed, completed Conflict of Interest Form.

3.1.5 EEO Policy Statements

If the value of any Respondent's Proposal and Resultant Agreement, if awarded by Roswell Park, will meet an EEO Requirement Threshold, pursuant to Section 1.11 of this RFP, then each such Respondent's Proposal must include an EEO policy statement in accordance with the requirements set forth in Section 2.2 of this RFP. As stated in Section 2.2 of this RFP, if any Respondent does not have an existing EEO policy statement and/or prefers to use the Roswell Park-Provided EEO Policy Statement, then each such Respondent shall complete and submit such as part of its Proposal.

3.1.6 EEO Staffing Plans

If the value of any Respondent's Proposal and Resultant Agreement, if awarded by Roswell Park, will meet an EEO Requirement Threshold, pursuant to Section 1.11 of this RFP, then each such Respondent's Proposal must include a completed EEO Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Resultant Agreements, if awarded by Roswell Park, in accordance with the criteria set forth in Section 2.2 of this RFP.

3.1.7 Certificates of Insurance

Each Proposal must include a sample certificate of insurance evidencing its compliance with the insurance requirements set forth in Section 1.14 of this RFP. If any Respondent is unable to meet any of the insurance requirements, then such Respondent shall detail such as further indicated in Section 3.1.10 of this RFP.

3.1.8 Audited Financial Statements

If the value of any Respondent's Proposal and Resultant Agreement, if awarded by Roswell Park, will exceed \$1,000,000.00, then each such Respondent's Proposal shall include its audited financial statement, approved/certified by a certified public accountant. The audited financial statement shall not be dated more than ninety (90) days prior to the date of receipt by Roswell Park. If the audited financial statement was issued more than ninety (90) days prior to the date of receipt by Roswell Park, then such Respondent must submit its most recent audited financial statement and its most recent unaudited quarterly financial statement. The unaudited quarterly financial statement must show such Respondent's current assets and liabilities. All audited financial statements will be presented in accordance with generally accepted accounting principles.

3.1.9 Draft Agreements

Each Proposal must include a draft agreement (Master Service Agreement, or MSA) that each Respondent proposes be the Resultant Agreement, if such Respondent is selected as the Successful Respondent by Roswell Park (each a "**Draft Agreement**"). The terms and conditions in each Draft Agreement will be a factor in Roswell Park's evaluation and will be evaluated on a pass fail basis. Notwithstanding any language to the contrary, Roswell Park reserves the right to negotiate a Draft Agreement with any Respondent that Roswell Park intends to select as the Successful Respondent, and final award is contingent upon Roswell Park and such Respondent reaching a mutual agreement on terms and conditions that Roswell Park deems acceptable under such Draft Agreement. These are to be submitted as a Microsoft Word document as part of respondents electronic copy. Also, include a draft agreement as part of the hard copy response.

3.1.10 Exceptions

If any Respondent has any exceptions to the Appendices, then such exceptions shall be submitted in the form of redlined changes within each applicable document, and included as part of each Respondent’s Proposal. In addition, if any Respondent has any exceptions to any other terms and conditions in this RFP, then such exceptions shall be documented on a separate attachment, and included as part of each Respondent’s Proposal. Any and all exceptions must be included as part of each Proposal. If any Respondent does not include its exceptions as part of its Proposal, then each such Respondent shall be deemed to have accepted the terms of the Appendices and this RFP. In addition, the exceptions taken by Respondents will be a factor in Roswell Park’s evaluation and determination of award. Notwithstanding any language to the contrary, Roswell Park reserves the right to negotiate and/or reject any proposed changes submitted by any Respondent. Furthermore, Roswell Park will not negotiate changes to the Appendices and/or to this RFP if such were not included as part of the applicable Respondent’s Proposal. These are to be submitted as a Microsoft Word document as part of respondents electronic copy. Also, include a copy of the exceptions as part of the hard copy response, if applicable.

3.2 Proposal Submission Requirements

3.2.1 Proposal Due Date and Time

Sealed Proposals must be submitted by the Respondents to Roswell Park no later than Monday, March 4, 2019 by 02:00 p.m. EST.

3.2.2 Number and Format of Copies

The Respondents must submit *one (1) original* of their Proposals *in hard copy format*, and *one (1) copy* of their Proposals *on a USB Drive*. If files are password protected all passwords must be provided.

3.2.3 Proposal Submission Address

The Respondents shall submit their Proposals to Roswell Park either by mail, courier service, or hand delivery as follows:

If By Mail/Courier Service	If By Hand Delivery
<p>Roswell Park Comprehensive Cancer Center Elm and Carlton Streets Buffalo, NY 14263 Attention: Sean McParlane, Assistant Contract Administrator</p>	<p>Roswell Park Comprehensive Cancer Center Purchasing Department Cell and Virus Building, 5th Floor, Room 536 141 High Street Buffalo, NY 14263 Attention: Sean McParlane, Assistant Contract Administrator</p>
<p>Vendor Name:</p>	<p>Vendor Name:</p>

3.2.4 Proposal Labels

Each Respondent's Proposal envelope and, if mailed, shipping package, shall be clearly marked as follows:

SEALED PROPOSAL
VENDOR NAME: _____
RFP # 19-55
CONTENT MARKETING CAMPAIGN
DO NOT OPEN UNTIL MONDAY,
MARCH 4, 2019 AT 2:00 P.M. EST

3.2.5 Late Proposals

Late Proposals will not be opened and/or evaluated by Roswell Park. Each Respondent is responsible for assuring that its Proposal is received by Roswell Park by the due date and time indicated in this RFP.

SECTION IV – REQUEST

4.0 OVERVIEW OF REQUEST

Content Marketing Campaign Planning and Creation

Roswell Park Comprehensive Cancer Center (“Roswell Park”) is seeking a partner to develop results-oriented content marketing campaigns and other digital content that will move potential cancer patients through the funnel from awareness to action. The services requested include strategy, planning and content creation in close collaboration with Roswell Park’s in-house marketing team, persona creation, content journey mapping to include lead generation and lead nurturing, copywriting, graphic design and other content creation, ad campaign planning and channel selection, audience segmentation and targeting and return on investment reporting.

The overall goal of this project is to help Roswell Park achieve its patient acquisition objectives, while creating increased awareness and preference among the general public and to amplify exposure of Roswell Park’s leadership in cancer care through meaningful content experiences. The vendor must be able to complement Roswell Park’s existing marketing efforts with effective digital content that converts. The success of the campaigns produced by the vendor will be measured by well-defined business objectives.

4.1 MINIMUM REQUIREMENTS

1. Must have previous success in creating content for use across all digital owned and paid media channels as part of content journey for the lead generation, nurturing and conversion.
2. Must have experience with content marketing automation and CRM-based campaign planning.
3. Must have an expert-level understanding of digital analytics and campaign planning, including social media, keyword research and search engine optimization.
4. Must have the ability to provide full-service content creation in all mediums – video, audio, photography, graphics, advertisements, website and blog content and other written copy as indicated by the campaign plans.

4.2 SCOPE OF REQUEST

The scope of work to be accomplished through a strategic planning effort in partnership with Roswell Park’s internal marketing teams includes the planning and development of up to ten (10) strategic content marketing patient acquisitions campaigns within the first year. Examples of cancer types to be included in these campaigns include breast, prostate, colorectal, lung, leukemia, multiple myeloma, ovarian, etc., as well as possible service-line campaigns, such as radiation oncology and cancer screening.

Each campaign will have specific, measurable objectives tied to oncology product- and service-line growth (e.g. breast cancer patient acquisition, prostate cancer patient acquisition, etc.).

These campaigns will include:

- a. Secondary and competitive research
- b. Audience identification/research and persona development
- c. Content journey mapping
- d. Content promotion and amplification campaign planning, including digital ads and possible traditional media integration
- e. Multi-media content creation to include all necessary elements for campaign as identified in content marketing planning process: landing pages, blogs, video, ad content, e-newsletters, email content, lead nurturing emails, etc.

Content dissemination and campaign execution will be handled by the internal Roswell Park team.

In your pricing please include itemized pricing for a la carte content creation, such as blogs, infographics, e-newsletters, landing pages, etc., as well as for the execution of up to 10 strategic content marketing campaigns for patient acquisition. Please include all content types you have proficiency in providing.

4.3 QUESTIONS FOR BIDDERS

A. Experience and Qualifications

1. Provide three case studies of content marketing campaigns you created that drove return on investment. For each, describe how you incorporated best practice and analytics and your role in their creation and execution. Describe the technology utilized to implement the campaigns and your KPIs and return on investment measurements.
2. Describe your level of understanding of the subtleties associated with integrated health care marketing and marketing of an academic cancer research and treatment center. Include your knowledge of New York State health care policies and regulations.
3. Describe your proficiency and understanding of the healthcare consumer audience and factors that impact healthcare decision making.

B. Research and Strategy

1. How would you approach the discovery and planning phase of this project? Describe the process you would use to understand the audience and create the content strategy.
2. How would you use web analytics and other data to inform the marketing content strategy? What access would you need to Roswell Park accounts and digital channels to achieve this (list out necessary information and access requested)?
3. Describe your approach in enlisting input from Roswell Park's stakeholders and audiences to help inform the content.

C. Content Creation and Customer Service

1. Please list the staff that would be assigned to this project and their roles. Indicate who would be Roswell Park’s dedicated account manager/ primary point of contact.
2. Describe the email marketing and automation tools that you are familiar with and/or have used to execute campaigns in the past.
3. Roswell Park’s website is built on the Drupal CMS and the team utilizes a homegrown central access center customer relationship management system. Is your team knowledgeable of the Drupal content management system? What integration would be needed in order to achieve content promotion and automation? (Note: development support within the CMS is not included in the scope of this request as all web programming and development will be completed by Roswell Park)
4. Can your team meet regularly, in-person, with identified subject matter experts as needed and the Roswell Park marketing team?
5. What is your ability and capacity to create all content that may be needed, including web page wireframes, metadata, copywriting, static visual elements (photography, graphics), email content, downloadable content, infographics and videos.

D. Reporting and Measurement

1. How would you measure return on investment? What KPIs would you focus on?
2. Describe the format and approach to your campaign reporting

SECTION V – PROPOSAL EVALUATION CRITERIA

All Proposals received by Roswell Park will be reviewed and evaluated by a committee of Roswell Park personnel. The committee will recommend the award be made to the Respondent whose Proposal receives the highest overall evaluation score based on the criteria listed in the following table (Roswell Park reserves the right to place such weight on each of such factors as it deems appropriate, in its sole discretion):

Evaluation Criteria	Weight
Financial (proposed pricing, rates, fees, expenses)	40%
Ability to meet all of Roswell Park’s requested needs	30%
Respondent’s qualification, experience, and references	17%
Overall Bid Response (Completeness, content, etc.)	10%
NYS Vendor	1.5%
WNY Vendor	1.5%

After evaluation of the RFP responses it may be necessary to complete a Phase II evaluation consisting of presentations, interviews, etc.

SECTION VI – RFP ATTACHMENTS

- 1. RFP Completion Checklist**
- 2. Proposal Form**
- 3. Non-Collusion Affidavit**
- 4. Disclosure Form**
- 5. Conflict of Interest Form**
- 6. EEO Policy Statement**
- 7. EEO Staffing Plan**
- 8. Appendix A**
- 8. Appendix B**



Attachment 1
RFP COMPLETION CHECKLIST

Request for Proposal Number:	
Request for Proposal Title:	

By checking each box and signing below, you are indicating that all documents required for this RFP are included and complete. The items listed below are in the order they should appear in the final Bid Proposal. Proposals that fail to provide this sheet will be considered incomplete and may result in elimination.

X	Item
	One (1) original in hard copy format
	One (1) copy on a USB Drive
	1. RFP Completion Checklist
	2. Bid Proposal Form
	3. Non-Collusion Affidavit
	4. Disclosure Form
	5. Conflict of Interest
	6. EEO Policy Statement
	7. EEO Staffing Plan
	8. Appendix A Required Clauses
	9. Appendix B Use of Premises
	10. Certificate of Insurance
	11. Draft Agreement (MSA) in Microsoft Word

Company Name

Printed Name

Title

Date



PROPOSAL FORM

RFP #:	
RFP Title:	

This Proposal Form is prepared for Roswell Park by the Respondent identified on the signature block of this Proposal Form in response to the above referenced RFP. Any defined terms in the RFP shall have the same respective meanings in this Proposal Form. All defined terms in this Proposal Form in the singular form will be construed to include the plural and vice versa.

1.0 ADDENDA. The following Addenda are hereby incorporated herein by reference (*all Addenda issued by Roswell Park to the RFP must be listed below – if no Addenda were issued by Roswell Park to the RFP, state “None”*):

<u>Addendum Number</u>	<u>Date of Addendum</u>
_____	_____

2.0 RESPONDENT’S BUSINESS INFORMATION.

Full Legal Name (*including any d/b/a*): _____

Year Founded/Established: _____

Address: _____

Contact Information:

Name: _____

Title: _____

Phone: () - , Ext. _____

Fax: () - _____

Email: _____

Type of Business (*check all that apply*):

- Corporation
- Limited Liability Company
- Partnership
- Certified NYS MBE (*attach Certification*)
- Certified NYS WBE (*attach Certification*)
- Other (Specify): _____

State of Incorporation (*if applicable*): _____

Federal Tax ID Number: _____

Dun & Bradstreet Number (*if applicable*): _____

Brief Description of the Respondent’s Business:

3.0 MINIMUM REQUIREMENTS

Bidders are advised to carefully review and consider the following requirements before submitting their proposal responses.

The successful bidder shall:

1. Must have previous success in creating content for use across all digital owned and paid media channels as part of content journey for the lead generation, nurturing and conversion.

Please confirm

- Yes
 No

2. Must have experience with content marketing automation and CRM-based campaign planning.

Please confirm

- Yes
 No

3. Must have an expert-level understanding of digital analytics and campaign planning, including social media, keyword research and search engine optimization.

Please confirm

- Yes
 No

4. Must have the ability to provide full-service content creation in all mediums – video, audio, photography, graphics, advertisements, website and blog content and other written copy as indicated by the campaign plans.

Please confirm

- Yes
 No

4.0 RESPONDENT'S PROPOSED SCOPE AND APPROACH Provide detailed descriptions below, in the areas indicated, of the Respondent's scope and approach to satisfying the following items:

Roswell Park Comprehensive Cancer Center (“Roswell Park”) is seeking a partner to develop results-oriented content marketing campaigns and other digital content that will move potential cancer patients through the funnel from awareness to action. The services requested include strategy, planning and content creation in close collaboration with Roswell Park’s in-house marketing team, persona creation, content journey mapping to include lead generation and lead nurturing, copywriting, graphic design and other content creation, ad campaign planning and channel selection, audience segmentation and targeting and return on investment reporting.



The overall goal of this project is to help Roswell Park achieve its patient acquisition objectives, while creating increased awareness and preference among the general public and to amplify exposure of Roswell Park's leadership in cancer care through meaningful content experiences. The vendor must be able to complement Roswell Park's existing marketing efforts with effective digital content that converts. The success of the campaigns produced by the vendor will be measured by well-defined business objectives.

Scope and Approach:

The scope of work to be accomplished through a strategic planning effort in partnership with Roswell Park's internal marketing teams includes the planning and development of up to ten (10) strategic content marketing patient acquisitions campaigns within the first year. Examples of cancer types to be included in these campaigns include breast, prostate, colorectal, lung, leukemia, multiple myeloma, ovarian, etc., as well as possible service-line campaigns, such as radiation oncology and cancer screening.

Each campaign will have specific, measurable objectives tied to oncology product- and service-line growth (e.g. breast cancer patient acquisition, prostate cancer patient acquisition, etc.)

These campaigns will include:

- a. Secondary and competitive research
- b. Audience identification/research and persona development
- c. Content journey mapping
- d. Content promotion and amplification campaign planning, including digital ads and possible traditional media integration
- e. Multi-media content creation to include all necessary elements for campaign as identified in content marketing planning process: landing pages, blogs, video, ad content, e-newsletters, email content, lead nurturing emails, etc.

Scope and Approach (address a through e in your response):

Content dissemination and campaign execution will be handled by the internal Roswell Park team.

4.1 QUESTIONS FOR BIDDERS

Provide a response to each question below:

A. Experience and Qualifications

1. Provide three case studies of content marketing campaigns you created that drove return on investment. For each, describe how you incorporated best practice and analytics and your role in their creation and execution. Describe the technology utilized to implement the campaigns and your KPIs and return on investment measurements.
2. Describe your level of understanding of the subtleties associated with integrated health care marketing and marketing of an academic cancer research and treatment center. Include your knowledge of New York State health care policies and regulations.
3. Describe your proficiency and understanding of the healthcare consumer audience and factors that impact healthcare decision making.

B. Research and Strategy

1. How would you approach the discovery and planning phase of this project? Describe the process you would use to understand the audience and create the content strategy.
2. How would you use web analytics and other data to inform the marketing content strategy? What access would you need to Roswell Park accounts and digital channels to achieve this (list out necessary information and access requested)?
3. Describe your approach in enlisting input from Roswell Park's stakeholders and audiences to help inform the content.

C. Content Creation and Customer Service

1. Please list the staff that would be assigned to this project and their roles. Indicate who would be Roswell Park's dedicated account manager/ primary point of contact.
2. Describe the email marketing and automation tools that you are familiar with and/or have used to execute campaigns in the past.
3. Roswell Park's website is built on the Drupal CMS and the team utilizes a homegrown central access center customer relationship management system. Is your team knowledgeable of the Drupal content management system? What integration would be needed in order to achieve content promotion and automation? (Note: development support within the CMS is not included in the scope of this request as all web programming and development will be completed by Roswell Park)

4. Can your team meet regularly, in-person, with identified subject matter experts as needed and the Roswell Park marketing team?
5. What is your ability and capacity to create all content that may be needed, including web page wireframes, metadata, copywriting, static visual elements (photography, graphics), email content, downloadable content, infographics and videos.

D. Reporting and Measurement

1. How would you measure return on investment? What KPIs would you focus on?
2. Describe the format and approach to your campaign reporting

5.0 RESPONDENT'S EXPERIENCE

In the below table, provide a list of three (3) clients similar to Roswell Park for whom the Respondent has provided Content Marketing Campaign, including the scope of services provided and associated timeframes (*the following references may be contacted by Roswell Park to verify the Respondent's workmanship/performance*):

Contact Name and Address	Contact Information	Services Provided
	Name: Title: Phone: () - , Ext. Fax: () - Email:	Scope of Services: Timeframes:
	Name: Title: Phone: () - , Ext. Fax: () - Email:	Scope of Services: Timeframes:
	Name: Title: Phone: () - , Ext. Fax: () - Email:	Scope of Services: Timeframes:



6.0 PRICING

The Bidder must attach its pricing for the three (3) year term and the two (2) year renewal term of the contract, which shall include, at a minimum:

1. The Bidder's pricing structure for the services described in the RFP, including annual rate increase if applicable, and any additional fees and/or expenses that are chargeable to Roswell Park.
2. In your pricing please include itemized pricing for a la carte content creation, such as blogs, infographics, enewsletters, landing pages, etc., as well as for the execution of up to 10 strategic content marketing campaigns for patient acquisition. Please include all content types you have proficiency in providing.

7.0 RESPONDENT'S ACKNOWLEDGMENT. The Respondent hereby warrants that the information provided in this Proposal Form, and the pricing attached hereto, is true and accurate as of the date this Proposal Form is signed by the Respondent.

Company Name

Signature

Printed Name

Title

Date



NON-COLLUSION AFFIDAVIT

RFP #:	
RFP Title:	

Pursuant to the above referenced RFP, the Respondent identified on the signature block of this Non-Collusion Affidavit certifies that:

1. The proposal submitted by the Respondent has been arrived at independently and without consultation, communication, collusion, and/or agreement with any other company and/or person who is a Respondent and/or potential Respondent on the RFP, and has not been disclosed to any other company and/or person who is a Respondent and/or potential Respondent on the RFP, and will not be disclosed to any company and/or person who is a Respondent and/or potential Respondent on the RFP before the opening of the Proposals by Roswell Park;
2. No attempt has been made and/or will be made by the Respondent to induce any company and/or person to refrain from responding to the RFP;
3. No attempt has been made and/or will be made by the Respondent to induce any other company and/or person who is a Respondent and/or potential Respondent on the RFP to submit any intentionally high and/or noncompetitive Proposal;
4. The Respondent's Proposal is made in good faith and not pursuant to any agreement and/or discussion with any other company and/or person and/or inducement from any company and/or person to submit a complementary offer;
5. The Respondent, including its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency for any act prohibited by State and/or Federal law in any jurisdiction involving conspiracy and/or collusion with respect to bidding on any public contract, and have not, in the last four (4) years, been convicted of and/or found liable for any act prohibited by State and/or Federal law in any jurisdiction involving conspiracy and/or collusion with respect to bidding on any public contract; and
6. Neither Roswell Park nor any other company and/or person (including any company and/or person who is a Respondent and/or potential Respondent on the RFP) has, have, and/or will receive from the Respondent, either directly or indirectly, any gifts, commissions, and/or similar items of value in connection with the RFP.

Any defined terms in the RFP shall have the same respective meanings in this Non-Collusion Affidavit. All defined terms in this Non-Collusion Affidavit in the singular form will be construed to include the plural and vice versa.

The Respondent hereby warrants that by signing this Non-Collusion Affidavit, it is certifying that the above statements are true and accurate as they relate to the Respondent as of the date in which this Non-Collusion Affidavit is signed by the Respondent as indicated below. The Respondent understands and acknowledges that the above representations are material and important, and will be relied on by Roswell Park in awarding a Resultant Agreement. The Respondent understands and acknowledges that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from Roswell Park of the true facts relating to the submission of the Respondent's Proposal.

[SIGNATURE PAGE FOLLOWS]



Company Name

Signature

Printed Name

Title

Date

DISCLOSURE FORM

RFP #:	
RFP Title:	

Pursuant to the above referenced RFP, the Respondent identified on the signature block of this Disclosure Form is disclosing the following to Roswell Park:

1. Has the Respondent now and/or at any time within the past four (4) years been a party to any bankruptcy, liquidation, and/or reorganization of any kind?

- Yes
 No

If yes, explain below:

2. Has the Respondent had a net loss and/or negative cash flow within the past four (4) years?

- Yes
 No

If yes, explain below:

3. Has the Respondent failed to file any tax returns within the past four (4) years?

- Yes
 No

If yes, explain below:

4. Has the Respondent now and/or at any time within the past four (4) years been party to a lawsuit and/or arbitration involving any contract on which the Respondent supplied services, products, and/or materials?

- Yes
 No

If yes, explain below:

5. Has the Respondent ever failed to complete a project due to the fault of the Respondent and/or had a contract terminated for failure to perform?

- Yes
 No

If yes, explain below:

6. Is the Respondent currently involved in any pending and/or threatened litigation, either by and/or against the Respondent, arising out of any services performed and/or products and/or materials supplied by the Respondent?

- Yes
 No

If yes, explain below:

7. Has the Respondent been subject to investigation for a civil and/or criminal violation within the past four (4) years?

- Yes
 No

If yes, explain below:

8. Has the Respondent ever been suspended, debarred, and/or disqualified from doing business with any company and/or any Federal, State, and/or local government and/or governmental agency, authority, and/or official, including, but not limited to, The Centers for Medicare and Medicaid Services (each a "**Governmental Entity**")?

- Yes
 No

If yes, explain below:

9. In accordance with State Finance Law §139-k, as amended by Chapter 395 of the Laws of 2006, Chapter 501 of the Laws of 2007, Chapter 169 of the Laws of 2009 and Chapter 4 of the Laws of 2010, has any Governmental Entity made a finding of non-responsibility with regards to the Respondent within past four (4) years?

- Yes
 No

If yes, complete the following:

Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

- Yes
 No

Was the basis for the finding of non-responsibility due to the intentional provision of false and/or incomplete information to any Governmental Entity?

- Yes
 No



If yes, complete the following:

Governmental Entity:

Details regarding the finding of non-responsibility:

10. Has any Governmental Entity ever terminated and/or withheld a contract with the Respondent due to the intentional provision of false and/or incomplete information?

Yes

No

If yes, complete the following:

Governmental Entity:

Date of termination and/or withholding of contract: / /

Basis of termination and/or withholding of contract:

Any defined terms in the RFP shall have the same respective meanings in this Disclosure Form. All defined terms in this Disclosure Form in the singular form will be construed to include the plural and vice versa.

The Respondent hereby warrants that by signing this Disclosure Form, it is certifying that the above statements are true and accurate as they relate to the Respondent as of the date in which this Disclosure Form is signed by the Respondent as indicated below. The Respondent understands and acknowledges that the above representations are material and important, and will be relied on by Roswell Park in awarding a Resultant Agreement. The Respondent understands and acknowledges that any misstatement in this Disclosure Form is and shall be treated as fraudulent concealment from Roswell Park of the true facts relating to the submission of the Respondent's Proposal.

Company Name

Signature

Printed Name

Title

Date



CONFLICT OF INTEREST FORM

RFP #:	
RFP Title:	

Pursuant to the above referenced RFP, the respondent identified on the signature block of this Conflict of Interest Form (the “*Respondent*”) acknowledges and agrees that, in accordance with Public Officers Law §74 et. seq. and Roswell Park policies, as a Respondent to the RFP, if any employee of the Respondent has a relationship with Roswell Park (e.g., as an employee, Board Member, Committee Member), then the Respondent must disclose each such relationship, and each such employee of the Respondent must excuse/recuse his or herself from participating in decision-making activities, submission of proposals, and/or voting decisions with regard to business matters between each such employee, Respondent, and Roswell Park. There should be an information barrier (“Chinese wall”) with respect to each such employee and any matters that Respondent is pursuing with Roswell Park so as not to create an appearance of conflict and/or undue influence in all such matters. This does not prohibit other employees, without conflicts, within Respondent’s organization from submitting proposals to Roswell Park in response to Roswell Park requests for proposals.

Is there an employee within Respondent’s organization who has a conflict of interest with Roswell Park?

- Yes
- No

If yes, disclose each such conflict of interest below:

--

Any defined terms in the RFP shall have the same respective meanings in this Conflict of Interest Form. All defined terms in this Conflict of Interest Form in the singular form will be construed to include the plural and vice versa.

The Respondent hereby warrants that by signing this Conflict of Interest Form, it is certifying that the above statements are true and accurate as they relate to the Respondent as of the date in which this Conflict of Interest Form is signed by the Respondent as indicated below. The Respondent understands and acknowledges that the above representations are material and important, and will be relied on by Roswell Park in awarding a Resultant Agreement. The Respondent understands and acknowledges that any misstatement in this Conflict of Interest Form is and shall be treated as fraudulent concealment from Roswell Park of the true facts relating to the submission of the Respondent’s Proposal.

Company Name

Signature

Printed Name

Title

Date



EEO POLICY STATEMENT

RFP #:	
RFP Title:	

Pursuant to the above referenced RFP, the Respondent identified on the signature block of this EEO Policy Statement agrees that, by filling out this EEO Policy Statement and, if selected as a Successful Respondent by Roswell Park, it will adopt and implement the following policies with respect to the Resultant Agreement:

To ensure compliance with the EEO Requirements, the Respondent agrees, if selected as a Successful Respondent by Roswell Park, that it and its Subcontractors will:

- (1) Not discriminate against any employee and/or applicant for employment because of race, religion, color, national origin, sex (including gender identity and/or expression), sexual orientation, age, disability, predisposing genetic characteristic, marital status, military status, and/or domestic violence victim status, and follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (2) Undertake or continue existing EEO programs to ensure that minority group members are afforded equal employment opportunities without discrimination.
- (3) Make and document its efforts to employ and utilize minority group members and women in its work force in relation to the Resultant Agreement.
- (4) State in all solicitations and advertisements for employees that in the performance of the Resultant Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion, color, national origin, sex (including gender identity and/or expression), sexual orientation, age, disability, predisposing genetic characteristic, marital status, military status, and/or domestic violence victim status.
- (5) Request that each employment agency, labor union, and/or authorized representative of workers with which it has collective bargaining agreements and/or other similar agreements and/or understandings will not discriminate on the basis of race, religion, color, national origin, sex (including gender identity and/or

expression), sexual orientation, age, disability, predisposing genetic characteristic, marital status, military status, and/or domestic violence victim status, and affirmatively cooperate in the implementation of the EEO Requirements.

(6) Comply with the provisions of the Human Rights Law, and all other applicable Federal, State, and local statutory and constitutional non-discrimination laws.

(7) Include the provisions of this EEO Policy Statement in every subcontract in such a manner that the requirements herein will be binding upon each Subcontractor in connection with the Resultant Agreement.

Any defined terms in the RFP shall have the same respective meanings in this EEO Policy Statement. All defined terms in this EEO Policy Statement in the singular form will be construed to include the plural and vice versa.

Company Name

Signature

Printed Name

Title

Date





EEO STAFFING PLAN

RFP #:	
RFP Title:	

Pursuant to the above referenced RFP, the entity identified below hereby submits this EEO Staffing Plan to Roswell Park. Any defined terms in the RFP shall have the same respective meanings in this EEO Staffing Plan. All defined terms in this EEO Staffing Plan in the singular form will be construed to include the plural and vice versa.

INSTRUCTIONS: SEE PAGE 2 FOR INSTRUCTIONS	
Company's Full Legal Name: (select: <input type="checkbox"/> Respondent <input type="checkbox"/> Subcontractor)	Federal Tax ID #:
Company's Address:	City, State, Zip Code:
Report includes (must include Subcontractors): <input type="checkbox"/> Workforce to be utilized on the Resultant Agreement <input type="checkbox"/> Total workforce	

ENTER THE TOTAL NUMBER OF EMPLOYEES FOR EACH CLASSIFICATION IN EACH OF THE EEO-JOB CATEGORIES IDENTIFIED

EEO-Job Category	Total Workforce	Workforce by Gender		Workforce by Race/Ethnic Identification										Workforce by Other Status			
		Total Male (M)	Total Female (F)	White		Black		Hispanic		Asian		American Indian or Alaskan Native		Veteran		(M)	(F)
				(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)		
Executive/Senior Level Officials & Managers																	
First/Mid-Level Officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals:																	

FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NON-COMPLIANCE AND/OR TERMINATION OF THE RESULTANT AGREEMENT.

Prepared By (signature):	Date: / /
Name of Preparer (printed):	Phone: () - , Ext.
Title of Preparer (printed):	Fax: () -
	Email:

INSTRUCTIONS

Whenever required in the RFP, the Respondents and each of their Subcontractors shall complete this EEO Staffing Plan and include it as part of each Respondent's Proposal.

Where the workforce to be utilized in the performance of the Resultant Agreement, if awarded by Roswell Park, can be separated out from a Respondent's and/or a Subcontractor's total workforce, then each such Respondent and/or Subcontractor shall complete this EEO Staffing Plan only for the anticipated workforce to be utilized on the Resultant Agreement, if awarded by Roswell Park. Where the workforce to be utilized in the performance of the Resultant Agreement, if awarded by Roswell Park, cannot be separated out from a Respondent's and/or a Subcontractor's total workforce, then each such Respondent and/or Subcontractor shall complete this EEO Staffing Plan for the Respondent's and/or Subcontractor's total workforce.

For the purposes of this EEO Staffing Plan, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one (1) race/ethnic group. The identification categories and definitions for this EEO Staffing Plan are as follows:

Identification	Definition
White	A person having origins in any of the original peoples of Europe, North Africa, and/or the Middle East. <i>(Not of Hispanic origin.)</i>
Black	A person having origins in any of the black racial groups of the original peoples of Africa. <i>(Not of Hispanic origin.)</i>
Hispanic	A person of Mexican, Puerto Rican, Cuban, Central and/or South American, and/or other Spanish culture and/or origin, regardless of race.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, and/or the Pacific Islands.
American Indian or Alaskan Native	A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation and/or community recognition.
Veteran	A member of the armed forces of the United States who: (i) served therein in time of war; (ii) was honorably discharged or released under honorable circumstances from such service; and (iii) who is a citizen of the United States or an alien lawfully admitted for permanent residence in the United States.

APPENDIX A
REQUIRED CLAUSES FOR ALL CONTRACTS WITH ROSWELL PARK CANCER INSTITUTE CORPORATION AND HEALTH RESEARCH, INC.

The parties to the attached agreement, contract, quotation, license, lease, amendment, or other agreement of any kind (hereinafter, the “**Agreement**”) agree to be bound by the following clauses which are hereby made a part of the Agreement and which supersede any inconsistent provision in the Agreement. “**ROSWELL PARK**” herein refers to Roswell Park Cancer Institute Corporation and/or Health Research, Inc., whoever is a party to the Agreement as indicated in the Agreement (Roswell Park Cancer Institute Corporation may also be individually referred to herein as “**RPCF**”, and Health Research, Inc. may also be individually referred to herein as “**HRI**”). “**CONTRACTOR**” herein refers to the other party to the Agreement, whether a contractor, service provider, licensor, licensee, lessor, lessee, or any other party to the Agreement. All defined terms in this Appendix A in the singular form will be construed to include the plural and vice versa.

- 1.0 NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the New York State Finance Law, the Agreement 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 Agreement without ROSWELL PARK’s written consent shall be null and void.
- 2.0 NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other New York State and Federal statutory and constitutional non-discrimination provisions, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if the Agreement 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 Agreement shall be performed within the State of New York, the CONTRACTOR agrees that neither it nor its subcontractors shall, by reason of race, religion, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform services under the Agreement; and/or (ii) discriminate against or intimidate any employee hired for the performance of services under the Agreement.

If HRI is a party to the Agreement: HRI is an Equal Opportunity and Affirmative Action Employer. Unless exempt, the provisions of 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 Agreement and are binding on the CONTRACTOR. The CONTRACTOR may also be required to prepare written affirmative action programs as set forth in 41 CFR § 60-2.1 and/or otherwise comply with the regulations of 41 CFR Part 60.

- 3.0 WAGE AND HOUR PROVISIONS.** If the Agreement is a public work contract covered by Article 8 of the Labor Law, or a building service contract covered by Article 9 of the Labor Law, then neither the 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 New York State Labor Department. Furthermore, the 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 New York State Labor Department in accordance with the Labor Law.

- 4.0 DELIVERY OF ITEMS.** Any items to be delivered by the CONTRACTOR to ROSWELL PARK including, but not limited to, products, equipment, supplies, parts, etc., shall be made F.O.B. destination, prepaid and invoiced.
- 5.0 SET-OFF RIGHTS.** ROSWELL PARK shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the option to withhold, for the purposes of set-off, any monies due to the CONTRACTOR under the Agreement up to any amounts owing to ROSWELL PARK which are past due with regard to the Agreement and/or any other agreement with ROSWELL PARK.
- 6.0 GOVERNING LAW, JURISDICTION, AND VENUE.** The Agreement will be governed, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties will submit all disputes arising out of and/or in connection with the Agreement to the exclusive jurisdiction of the applicable courts of competent jurisdiction located in Erie County, New York.
- 7.0 PAYMENT AND TAXES.** The CONTRACTOR shall be compensated, in accordance with the pricing set forth in the Agreement, within thirty (30) days following ROSWELL PARK's receipt of an approvable invoice from the CONTRACTOR. Timeliness of payment and any interest to be paid to the 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. In addition, neither RPCI nor HRI shall be responsible for the payment of any taxes under the Agreement, as both RPCI and HRI are tax exempt.
- 8.0 CONTRACTOR RESPONSIBILITY.** In addition to any indemnification obligations set forth in the Agreement, the CONTRACTOR will: (i) be responsible, without limitation, for any damage caused to ROSWELL PARK by the CONTRACTOR; and (ii) indemnify, defend, and hold harmless ROSWELL PARK and its officers, directors, agents, employees, subsidiaries, and affiliates from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees and costs) attributable to or caused by the CONTRACTOR's: (a) negligence; (b) willful misconduct; (c) product liability; (d) intellectual property infringement; and/or (e) breach of contract.
- 9.0 COMPLIANCE.** While on RPCI property, in addition to the Agreement, the CONTRACTOR shall abide by all applicable ROSWELL PARK rules, regulations, policies, and procedures that are posted on RPCI property and/or are otherwise made known to the CONTRACTOR. In addition, the CONTRACTOR shall comply with all applicable requirements of The Joint Commission and The Centers for Medicare and Medicaid Services ("**CMS**") when providing services to ROSWELL PARK. Where the CONTRACTOR will be performing services in any area(s) where patients, visitors, and/or related staff travel, congregate, are treated, and/or work in support of medical treatment, the CONTRACTOR shall provide the following to ROSWELL PARK: (i) proof of current immunizations; and (ii) verification of credentials (if applicable).
- 10.0 TRAVEL EXPENSE REIMBURSEMENT.** If applicable to the Agreement, the CONTRACTOR's travel expenses must be approved by ROSWELL PARK in advance and will be reimbursed to the CONTRACTOR at actual costs. The CONTRACTOR's 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 General Services Administration ("**GSA**") schedule ("**GSA Limits**"). The CONTRACTOR's air travel expenses may include only coach air fare; no charges for seat upgrades and/or seat preferences will be reimbursed to the CONTRACTOR. The CONTRACTOR's overnight accommodations will be direct billed to ROSWELL PARK (e.g., from the Doubletree Hotel, located at 125 High Street, Buffalo, New York 14203). 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 to the CONTRACTOR. Receipts for any costs to be reimbursed to the CONTRACTOR must be submitted to ROSWELL PARK within thirty (30) days of the month incurred.

- 11.0 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 New York State and New York Public Benefit Corporations.

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

New York State 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:

New York State 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 the Agreement, the CONTRACTOR certifies that whenever the total amount of the Agreement is greater than \$1,000,000: (i) 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 services/project covered by the Agreement, and has retained the documentation of these efforts to be provided upon request to the State of New York; (ii) the CONTRACTOR has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; and (iii) the CONTRACTOR agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on the services/project covered by the Agreement 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 of New York upon request.

- 12.0 RPCI'S CORPORATE COMPLIANCE POLICY.** The Deficit Reduction Act of 2005 requires Medicaid providers like RPCI to inform and educate their employees, agents, contractors, vendors, and suppliers about Federal and State laws that serve to prevent and detect fraud and abuse in Federal health care programs. The following is a link to RPCI's "Roswell Park Cancer Institute Corporate Compliance Summary Policy and Procedure Number: 126.1" ("***Policy and Procedure Number: 126.1***") which describes and summarizes RPCI's Corporate Compliance Program: <https://www.roswellpark.org/sites/default/files/corporate-compliance-summary-16.pdf>. Attached to Policy and Procedure Number: 126.1 is a summary of some of the above referenced Federal and State laws. (See "Appendix A Compliance with Federal and State Laws" to Policy and Procedure Number: 126.1.) The CONTRACTOR should review the information in Policy and Procedure Number: 126.1 and keep a copy on file for future reference.
- 13.0 RECORDS.** The CONTRACTOR will establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under the Agreement (collectively "***Records***"). The Records must be kept for the balance of the calendar year in which they were made, and for six (6) additional years thereafter. ROSWELL PARK and any other person and/or entity authorized to conduct an examination, as well as the agency or agencies involved in the

Agreement, will have access to the Records during normal business hours at an office of the CONTRACTOR within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State of New York, for the purposes of inspection, auditing, and copying the Records. ROSWELL PARK will take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the “*Statute*”), provided that: (i) the CONTRACTOR will timely inform an appropriate ROSWELL PARK official, in writing, that said Records should not be disclosed; and (ii) said Records will be sufficiently identified for non-disclosure by the CONTRACTOR; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein will diminish and/or in any way adversely affect ROSWELL PARK’s right to discovery in any pending or future litigation.

14.0 EXCLUSION SCREENINGS. The CONTRACTOR hereby represents and warrants that neither the CONTRACTOR, nor any employee, representative, and/or agent of the CONTRACTOR who will be performing any work under the Agreement (each a “*CONTRACTOR Representative*”) is and/or has ever been excluded, suspended, debarred, and/or disqualified from doing business with any Federal, State, and/or local government and/or governmental agency, authority, and/or official, including, but not limited to, CMS (“*Excluded*”). If any CONTRACTOR Representative will be involved in direct patient care, billing, and/or coding under the Agreement, then the CONTRACTOR will perform exclusion screening on itself and each such CONTRACTOR Representative no less than monthly during the term of the Agreement, which will include a review of the following databases to confirm that neither the CONTRACTOR, nor any such CONTRACTOR Representative, is/are Excluded:

1. The GSA exclusions list (available at: <https://www.sam.gov/portal/SAM/#1>);
2. The Health and Human Services/Office of Inspector General’s exclusions list (available at: <http://exclusions.oig.hhs.gov/>); and
3. The New York State Office of the Medicaid Inspector General’s exclusions list (available at: <https://omig.ny.gov/index.php/fraud/medicaid-exclusions>).

The CONTRACTOR will promptly notify RPCI if it becomes aware that the CONTRACTOR and/or any CONTRACTOR Representative is/are Excluded. If, during the term of the Agreement: (i) the CONTRACTOR and/or any CONTRACTOR Representative becomes/become Excluded; and/or (ii) the CONTRACTOR fails to promptly notify RPCI after the CONTRACTOR becomes aware that either the CONTRACTOR and/or any CONTRACTOR Representative has/have become Excluded; then RPCI will have the right, in its sole discretion, to terminate the Agreement, effective immediately, with no liability to ROSWELL PARK.

15.0 TERMINATION. The Agreement shall be subject to termination at any time at the election of ROSWELL PARK upon thirty (30) days’ prior written notice to the CONTRACTOR.

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

APPENDIX B
USE OF PREMISES

The parties to the attached agreement, contract, quotation, license, lease, amendment, or other agreement of any kind (hereinafter, the “***Agreement***”) agree that use of any property owned and/or operated by Roswell Park Cancer Institute Corporation (the “***Premises***”) shall be in accordance with the following clauses which are hereby made a part of the Agreement and which supersede any inconsistent provision in the Agreement. “***ROSWELL PARK***” herein refers to Roswell Park Cancer Institute Corporation and/or Health Research, Inc., whoever is a party to the Agreement as indicated in the Agreement (Roswell Park Cancer Institute Corporation may also be individually referred to herein as “***RPCI***”, and Health Research, Inc. may also be individually referred to herein as “***HRF***”). “***CONTRACTOR***” herein refers to the other party to the Agreement, whether a contractor, service provider, licensor, licensee, lessor, lessee, or any other party to the Agreement. “***On-Site Representative***” herein refers to any employees, subcontractors, agents, and/or representatives of the CONTRACTOR who will be granted access to the Premises to perform services under the Agreement (“***Services***”). All defined terms in this Appendix B in the singular form will be construed to include the plural and vice versa.

1.0 SECURITY.

- 1.1 IDENTIFICATION BADGES.** Each On-Site Representative shall obtain and wear in plain view at all times while providing the Services, an RPCI-issued identification badge, or an RPCI-approved identification badge. The RPCI-issued identification badge cost is \$20.00, payable in cash. Temporary identification badges are available at RPCI’s Public Safety Department in exchange for a valid driver’s license.
- 1.2 RPCI DOORS.** No On-Site Representative shall not prop open or otherwise secure any RPCI building door using a means other than the features of the door hardware intended for such purpose. No On-Site Representative shall not unlock, disarm, and/or leave any exterior RPCI doors in a condition such that a security breach is created.
- 1.3 CONSTRUCTION KEYS.** If a construction key is issued to an On-Site Representative, it is such On-Site Representative’s responsibility to prevent loss and/or duplication of the key. Each key loss is subject to a \$100.00 per key penalty (each penalty shall be deducted from the current amount due to the CONTRACTOR).
- 1.4 UNESCORTED ACCESS; RPCI ELECTRICAL SUBSTATION.** Unescorted access by an On-Site Representative to the RPCI electrical substation is not allowed. Escorted access shall be requested by the CONTRACTOR at least forty-eight (48) hours in advance of need.

2.0 SAFETY.

- 2.1 PUBLIC SAFETY.** ROSWELL PARK has a continuously staffed Public Safety Department that may be contacted: (i) at the entrance to the Hospital in the Atrium; (ii) for NON-EMERGENCIES at (716) 845-3069 (extension 3069 from an internal telephone); or (iii) for EMERGENCIES at (716) 845-3333 (extension 3333 from an internal telephone).
- 2.2 SAFETY DATA SHEETS.** A Safety Data Sheet and associated label must be submitted by the CONTRACTOR to RPCI for every chemical that any On-Site Representative plans to bring on the Premises. All chemicals that any On-Site Representative plans to bring on the Premises must be approved in writing by RPCI at least forty-eight (48) hours in advance of such On-Site Representative’s Premises visit. Any chemicals not approved in writing by RPCI at least forty-eight (48) hours in advance of such On-Site Representative’s Premises visit may not be brought on the Premises.

3.0 CONDUCT.

- 3.1 **ROSWELL PARK RULES, REGULATIONS, ETC.** While on the Premises, in addition to the Agreement and this Appendix B, the On-Site Representatives shall abide by all applicable ROSWELL PARK rules, regulations, policies, and procedures that are posted on the Premises and/or are otherwise made known to the On-Site Representatives, and shall comply with all applicable requirements of The Joint Commission and The Centers for Medicare and Medicaid Services.
- 3.2 **PROFESSIONAL Demeanor.** Each On-Site Representative agrees and understands that he or she shall maintain a professional demeanor, as judged by ROSWELL PARK, while on the Premises.
- 3.3 **ROSWELL PARK-REQUIRED TRAINING.** Each On-Site Representative agrees, at ROSWELL PARK's direction, to attend ROSWELL PARK-required training, the purpose of which is to convey operational aspects of the Premises and/or ROSWELL PARK policies.
- 3.4 **TOBACCO USE.** The Premises and the surrounding properties are tobacco-free. Use of tobacco by any On-Site Representative on the Premises is not allowed.
- 3.5 **RPCI STRUCTURES.** No On-Site Representative shall not stand, anchor, hang, and/or otherwise apply a deleterious force upon any existing RPCI structure.

4.0 PARKING.

- 4.1 **VEHICLE PARKING.** Vehicle parking on the Premises is not provided to any On-Site Representative by ROSWELL PARK. All On-Site Representatives may use ROSWELL PARK's parking ramp, located at Elm and Carlton Streets, Buffalo, New York 14263, or any available on-street parking, at the posted rates. Depending upon the size of an On-Site Representative's vehicle, parking may not be permitted on the Premises. It is the On-Site Representative's responsibility to verify with ROSWELL PARK whether or not he or she will be permitted to park his or her vehicle on the Premises, no less than one (1) day in advance of need, by calling either ROSWELL PARK's Parking and Transportation Operations Office at (716) 845-1492, or ROSWELL PARK's Public Safety Office at (716) 845-3069.
- 4.2 **DELIVERY-ONLY PARKING.** Delivery-only parking may be arranged by the CONTRACTOR with ROSWELL PARK, no less than one (1) day in advance of need, by calling either ROSWELL PARK's Parking and Transportation Operations Office at (716) 845-1492, or ROSWELL PARK's Public Safety Office at (716) 845-3069.
- 4.3 **FAILURE TO COMPLY.** Failure to comply may result in City of Buffalo-imposed legal action and/or removal from the Premises.

5.0 ROSWELL PARK OPERATIONS.

- 5.1 **INTERFERENCE WITH OPERATIONS.** Any Services deemed by ROSWELL PARK to create and/or cause interference with the business operations of ROSWELL PARK ("*Operations*") shall be scheduled or rescheduled by the CONTRACTOR with no additional cost to ROSWELL PARK.
- 5.2 **COORDINATION.** The CONTRACTOR agrees and understands that it must coordinate the Services with the RPCI's Allied Departments. (For the purposes of this Appendix B, "*Allied Departments*" shall mean RPCI staff and/or personnel that perform critical services for the

Operation of RPCI, including, but not limited to, Engineering and Maintenance, Environmental Services, Facilities Planning, Utilities, Public Safety, and/or Occupational and Environmental Safety.) Coordination is required for all Impacts to Operations. (For the purposes of this Appendix B, an “*Impact*” shall mean any action that may have an effect on the noise level, cleanliness, air quality, utilities [electrical, heating ventilation air conditioning, plumbing, fire alarm detection and/or suppression, medical gases, etc.], egress paths and/or exits, vertical transportation, safety, security, etc.) The CONTRACTOR and all On-Site Representatives understand that the Allied Departments’ priority is Operations, not the Agreement.

5.3 ROSWELL PARK LABOR, MATERIAL, AND PROPERTY. The CONTRACTOR and all On-Site Representatives understand that ROSWELL PARK labor, material, and/or property shall neither be used nor requested during the performance of the Services unless specifically authorized in the Agreement and/or in writing by ROSWELL PARK.

5.4 ROSWELL PARK REGULAR BUSINESS HOURS. ROSWELL PARK’s regular business hours are 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding any ROSWELL PARK-recognized holiday.

6.0 CLEANLINESS.

6.1 CLEANLINESS OF ALL AREAS. Each On-Site Representative shall maintain the predominant level of cleanliness in all areas with which he or she is in contact. ROSWELL PARK, at its sole discretion, may assess a cleaning charge upon the CONTRACTOR if any On-Site Representative fails to maintain the predominant level of cleanliness. The cleaning charge will be deducted from the current amount due to the CONTRACTOR.

6.2 USE OF RPCI SINKS AND DRAINS. No On-Site Representative shall use any RPCI sinks and/or drains to clean off tools and/or equipment. Concrete and/or drywall compound tailings shall be rinsed by the On-Site Representatives such that no effluent goes to a sewer.

6.3 FIRE ALARM ACTIVATION. If dust or particulate generation results in fire alarm activation by an On-Site Representative, the CONTRACTOR shall be assessed a \$500.00 penalty for each alarm that will be deducted from the current amount due to the CONTRACTOR.

7.0 CONSTRUCTION WASTE.

7.1 Use of RPCI Dumpsters. RPCI dumpsters shall not be used by any On-Site Representative for disposal unless specifically authorized in writing by RPCI for the amount and types of waste.

7.2 Use of RPCI Cardboard Balers. RPCI cardboard balers shall not be used and/or operated by any On-Site Representative.

7.3 Construction Waste. Construction waste resulting from the Services shall be removed from the construction area and properly disposed every shift by the On-Site Representatives.

8.0 HOSPITAL INFECTION CONTROL.

8.1 Standing Water. The On-Site Representatives shall immediately dry any standing water upon discovery and shall locate the source and shut it off or stop it, immediately notifying the ROSWELL PARK project manager of the occurrence.

8.2 Work Permits. Each On-Site Representative shall follow all conditions on the written Work Permit issued by ROSWELL PARK. (For the purposes of this Appendix B, a “*Work Permit*”

shall mean the written result of the risk assessment analysis process that states the controls and requirements required to be in place at all times during performance of the Services.) Any conditions imposed by RPCI’s Infection Control Department are not a basis for additional charges to ROSWELL PARK.

8.3 High-Efficiency Particulate Air Vacuums. High-Efficiency Particulate Air (“*HEPA*”) vacuums are provided by ROSWELL PARK. These HEPA vacuums are required as indicated in the Work Permit. CONTRACTOR-provided HEPA vacuums are not allowed.

8.4 Services Performed In Patient Care Areas. If Services are to be performed on the Premises in any location where patients, visitors, and/or related staff travel, congregate, are treated, and/or work in support of medical treatment (“*Patient Care Areas*”) between November 1st and March 31st of any calendar year (or any extension of time thereafter as may be determined by ROSWELL PARK), then each On-Site Representative shall have been inoculated with the current seasonal influenza vaccination and receive an RPCI-issued sticker which shall be placed on his or her identification badge. If this is not possible, or if evidence of inoculation is not presented, RPCI-issued masks shall be worn at all times by each such On-Site Representative while in Patient Care Areas. If any On-Site Representative who will be performing Services in Patient Care Areas is non-immunized, then each such On-Site Representative is required to sign a declination, receive an RPCI-issued sticker on his or her identification badge, and wear a mask at all times when performing Services in a Patient Care Area. Depending upon adequacy of supply, ROSWELL PARK may offer inoculation at no cost.

9.0 INSURANCE. The CONTRACTOR will maintain, at a minimum, at all times during the term and any renewal term of the Agreement, the following primary insurance coverages and corresponding limits:

Insurance Coverages	Insurance Limits
Workers’ Compensation	Statutory limits
Employer’s Liability	\$1,000,000.00 each accident \$1,000,000.00 disease – each employee \$1,000,000.00 disease – policy limit
Commercial General Liability	\$1,000,000.00 each occurrence \$300,000.00 damage to rented premises (each occurrence) \$10,000.00 medical expense (any one person) \$1,000,000.00 each personal and advertising injury \$3,000,000.00 general aggregate \$3,000,000.00 products/completed operations aggregate
Automobile Liability	\$1,000,000.00 combined single limit (each accident)
Professional Liability	\$1,000,000.00 each occurrence \$3,000,000.00 aggregate
Umbrella Liability	\$5,000,000.00 each occurrence \$5,000,000.00 aggregate

The insurance coverages and limits listed in the above table are collectively referred to as the “**CONTRACTOR’s Insurance**”. The CONTRACTOR will furnish RPCI with a certificate of insurance evidencing the CONTRACTOR’s Insurance. The CONTRACTOR will include RPCI and its officers, directors, agents, employees, subsidiaries, and affiliates as additional insureds on the CONTRACTOR’s Insurance. The CONTRACTOR and its insurer(s) will waive all rights of subrogation against RPCI and its officers, directors, agents, employees, subsidiaries, and affiliates for recovery of damages to the extent these damages are covered by the CONTRACTOR’s Insurance. The CONTRACTOR’s Insurance will be written so that the coverage provided to RPCI is as broad as the coverage provided for the CONTRACTOR, applying as primary insurance on a non-contributing basis before any other insurance and/or self-insurance, including any deductible and/or self-insured retention, maintained by

and/or provided to the CONTRACTOR. (Any insurance maintained by RPCI will be in excess of, and will not contribute with the CONTRACTOR's Insurance). The CONTRACTOR's Insurance will be endorsed so that the policies cannot be cancelled, non-renewed, changed/materially altered, and/or allowed to expire until at least thirty (30) days prior written notice has been given to RPCI. RPCI's failure to receive a certificate of insurance and/or receipt by RPCI of any certificate of insurance which is at variance with the requirements set forth herein will not constitute a waiver of any requirement of the coverages/requirements set forth herein.

10.0 CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix B, the terms of this Appendix B shall control.