

**REQUEST FOR PROPOSAL
RFP # 16-33**

FOR

**INFORMATION TECHNOLOGY STAFFING
SERVICES**

SEPTEMBER 29, 2015

**BID RESPONSE DUE DATE AND TIME: TUESDAY,
OCTOBER 20, 2015 BY 2:00 P.M. EST**



Roswell Park Cancer Institute
Elm and Carlton Streets
Buffalo, NY 14263
www.roswellpark.org

TABLE OF CONTENTS

SECTION I – GENERAL.....

1.1	ABOUT ROSWELL PARK CANCER INSTITUTE.....	
1.2	SUMMARY OF REQUEST.....	
1.3	NOTICES OF INTENT TO BID.....	
1.4	QUESTIONS.....	
1.5	ADDENDA.....	
1.6	VALIDITY OF BID RESPONSES.....	
1.7	TERM.....	
1.8	PROCUREMENT LOBBYING.....	
1.9	RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS.....	
1.10	CONTRACTING AND EQUAL OPPORTUNITIES PURSUANT TO NYS EXECUTIVE LAW ARTICLE 15-A AND 5 NYCRR PARTS 142-144.....	

SECTION II – M/WBE AND EEO REQUIREMENTS.....

2.1	M/WBE AND EEO REQUIREMENTS OVERVIEW.....	
2.2	M/WBE PARTICIPATION GOALS.....	
2.3	EEO REQUIREMENTS.....	
2.4	M/WBE STAFFING.....	
2.5	M/WBE UTILIZATION.....	
2.6	QUARTERLY M/WBE COMPLIANCE REPORTS.....	
2.7	M/WBE WAIVERS.....	
2.8	DAMAGES FOR NON-COMPLIANCE WITH M/WBE REQUIREMENTS.....	
2.9	M/WBE COMPLIANCE – GENERAL.....	

SECTION III – BID REQUIREMENTS.....

3.1	GENERAL STATEMENTS AND REPRESENTATIONS.....	
3.1.1	RPCI'S RIGHTS.....	9
3.1.2	COSTS TO PREPARE BID REPOSSES.....	9
3.1.3	DISCREPANCIES.....	9
3.2	CONTENT AND FORMAT OF BID RESPONSES.....	
3.2.1	BID PROPOSAL.....	10
3.2.2	NON-COLLUSION AFFIDAVIT.....	10

3.2.3	DISCLOSURE FORM.....	10
3.2.4	CERTIFICATE OF INSURANCE.....	10
3.2.5	EXCEPTIONS.....	10
3.2.6	M/WBE AND EEO DOCUMENTATION.....	11
3.3	BID RESPONSE SUBMISSION REQUIREMENTS.....	
3.3.1	BID RESPONSE DUE DATE AND TIME.....	12
3.3.2	NUMBER AND FORMAT OF COPIES.....	12
3.3.3	BID RESPONSE SUBMISSION ADDRESS.....	12
3.3.4	BID RESPONSE LABELS.....	13
3.3.5	LATE BID RESPONSES.....	13

SECTION IV – SCOPE OF REQUEST.....

4.1	STAFFING SERVICES OVERVIEW.....	
4.2	REQUESTED RESOURCES/STAFF.....	
4.3	GENERAL REQUIREMENTS.....	

SECTION V – RFP SCHEDULE.....

SECTION VI – BID RESPONSE EVALUATION CRITERIA.....

SECTION VII – RFP ATTACHMENTS.....

1.	BID PROPOSAL FORM.....	
2.	NON-COLLUSION AFFIDAVIT.....	
3.	DISCLOSURE FORM.....	
4.	SAMPLE STAFFING AGREEMENT.....	
5.	SAMPLE BUSINESS ASSOCIATE AGREEMENT.....	
6.	SAMPLE THIRD PARTY NETWORK CONNECTION AGREEMENT.....	
7.	M/WBE/EEO POLICY STATEMENT.....	
8.	M/WBE UTILIZATION PLAN.....	
9.	REQUEST FOR WAIVER FORM.....	

SECTION I – GENERAL

1.1 ABOUT ROSWELL PARK CANCER INSTITUTE

Roswell Park Cancer Institute (“RPCI”), located in Buffalo, New York, was founded in 1898 by Dr. Roswell Park, one of the nation’s preeminent surgeons. RPCI 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, RPCI’s mission – to understand, prevent and cure cancer – has remained consistent with the vision of its founder.

RPCI 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. RPCI is also a charter member of the prestigious National Comprehensive Cancer Network (“NCCN”), an alliance of the nation’s leading cancer centers. Many RPCI 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.

1.2 SUMMARY OF REQUEST

RPCI is seeking bid responses, in accordance with the criteria set forth in Subsection 3.2 of this RFP (a “Bid Response” or “Bid Responses”, as applicable), from vendors (each a “Bidder” and collectively the “Bidders”, as applicable) who place qualified temporary and permanent Information Technology (“IT”) staff with businesses as further set forth in Section IV of this RFP.

1.3 NOTICES OF INTENT TO BID

After downloading the RFP from the New York State (“NYS”) Contract Reporter, all companies planning to submit a Bid Response shall send an email stating their intent to bid to: Joe Bellavia @ Joseph.Bellavia@RoswellPark.org.

1.4 QUESTIONS

RPCI will accept questions from Bidders regarding this RFP until **Wednesday, October 14, 2015**. Questions must be submitted via email to: Joe Bellavia @ Joseph.Bellavia@RoswellPark.org. Bidders must reference the RFP number and title in the subject line of the email. As part of RPCI’s response to Bidders’ questions, ALL Bidders’ questions and the associated answers will be shared collectively with all Bidders.

1.5 ADDENDA

If it becomes necessary to clarify and/or modify any portions of this RFP, as determined by RPCI, in its sole discretion, then RPCI shall issue individually numbered addenda to the Bidders which shall contain such clarifications and/or modifications (individually an “Addendum” and collectively “Addenda”). All such Addenda shall be listed in the Bidders’ bid proposals, which are described in greater detail in Subsection 3.2 of this RFP (a “Bid Proposal” or “Bid Proposals”, as applicable), in the area indicated (see Section VII of this RFP for a list of attachments).

1.6 VALIDITY OF BID RESPONSES

Bidders’ Bid Responses shall remain open and valid for a period of at least ninety (90) days from the due date of the Bid Responses as indicated in this RFP (the “Proposal Validity Period”). During the Proposal Validity Period, the price quoted and the proposed offering in each Bid Response must remain unchanged unless otherwise directed, in writing, by RPCI. If a Bidder is selected as a successful Bidder by RPCI (a “Successful Bidder” or “Successful Bidder(s)”, as applicable) and awarded a resultant agreement by RPCI (a “Resultant Agreement” or “Resultant Agreement(s)”, as applicable) within the Proposal Validity Period, then, once accepted, the price quoted and the proposed offering of each such Successful Bidder must remain unchanged and in effect as stated in the Resultant Agreement(s).

1.7 TERM

The term of the Resultant Agreement(s) will be for three (3) years from the effective date of the Resultant Agreement(s), as will be further described in the Resultant Agreement(s).

1.8 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 RPCI (as stated on the cover page of this RFP), any direct and/or indirect contacts, communications, lobbying, and/or other attempts of any kind by any Bidder in an effort to influence the RFP award process are prohibited by NYS law.

1.9 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 RPCI and any Bidder during the procurement process. All Bidders are restricted from making

contacts from the earliest notice of this RFP through the final award and approval of the Resultant Agreement(s) by RPCI to any other person at RPCI other than Joe Bellavia, Contract Administrator, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Please refer to the following link for further information regarding these requirements, including penalties that may be imposed on any Bidder for violation thereof: <http://ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm>.

1.10 CONTRACTING AND EQUAL OPPORTUNITIES PURSUANT TO NYS EXECUTIVE LAW ARTICLE 15-A AND 5 NYCRR PARTS 142-144

RPCI is required to implement the provisions of NYS Executive Law Article 15-A and 5 NYCRR Parts 142-144 regarding contracting opportunities for certified NYS Minority-Owned Business Enterprises (an “MBE” or “MBEs”, as applicable) and certified NYS Women-Owned Business Enterprises (a “WBE” or “WBEs”, as applicable) (collectively an “M/WBE” or “M/WBEs”, as applicable) and equal employment opportunities (“EEO”) for minority group members and women (collectively the “M/WBE Regulations”) 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 (individually an “M/WBE Requirement Threshold” and collectively the “M/WBE Requirement Thresholds”, as applicable). If the value of any Bidder’s Bid Response and Resultant Agreement, if awarded by RPCI, will meet an M/WBE Requirement Threshold, then each such Bidder and Successful Bidder shall comply with the requirements set forth in Section II of this RFP, and shall complete the documentation set forth in Subsection 3.2.6 of this RFP which shall be included as part of each such Bidder’s Bid Response. If the value of any Bidder’s Bid Response and Resultant Agreement, if awarded by RPCI, will not meet an M/WBE Requirement Threshold, then the requirements set forth in Section II of this RFP shall not apply to each such Bidder and each such Bidder shall not be required to complete the documentation set forth in Subsection 3.2.6 of this RFP.

SECTION II – M/WBE AND EEO REQUIREMENTS

2.1 M/WBE AND EEO REQUIREMENTS OVERVIEW

Each Successful Bidder agrees to, in addition to any other non-discrimination provisions set forth in the Resultant Agreement and at no additional cost to RPCI, fully comply and cooperate with RPCI in the implementation of the M/WBE Regulations, and to be bound by the M/WBE Regulations, as well as any other M/WBE requirements promulgated by the NYS Division of Minority and Women's Business Development.

The M/WBE Regulations include EEO requirements for minority group members and women and contracting opportunities for M/WBEs. The Successful Bidder(s)'s demonstration of "good faith efforts", pursuant to 5 NYCRR §142.8, shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the 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.

2.2 M/WBE PARTICIPATION GOALS

RPCI hereby establishes an overall goal of thirty percent (30%) for M/WBE participation – fifteen percent (15%) for MBE participation (the "MBE Participation Goals"), and fifteen percent (15%) for WBE participation (the "WBE Participation Goals") – based on current availability of qualified MBEs and WBEs (collectively the "M/WBE Participation Goals"). Bidders should utilize the directory of certified NYS M/WBEs found at: <http://www.esd.ny.gov/mwbe.html>. Additionally, the Bidders are encouraged to contact RPCI's Office of Diversity and Inclusion at (716) 845-8840, and the NYS Division of Minority and Woman Business Development at (518) 292-5250, (212) 803-2414, or (716) 846-8200, to discuss additional methods of maximizing participation of M/WBEs on this RFP.

In accordance with 5 NYCRR §142.8, the Successful Bidder(s) must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors and/or suppliers in the performance of the Resultant Agreement(s). In accordance with NYS Executive Law Article 15-A §316-a and 5 NYCRR §142.13, the Successful Bidder(s) acknowledge that if it/they are found to have willfully and/or intentionally failed to comply with the M/WBE Participation Goals, such a finding constitutes a breach of contract and such Bidder(s) shall be liable to RPCI for actual and/or other appropriate damages, as set forth in Subsection 2.8 of this RFP.

2.3 EEO REQUIREMENTS

The Successful Bidder(s) and its/their subcontractor(s) shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, 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 shall 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.

To ensure compliance with the requirements set forth herein, the Bidders, and any of their proposed subcontractors, shall submit an EEO policy statement as part of their Bid Responses, as further described in Subsection 3.2.6 of this RFP. The Bidders' EEO policy statements shall include the following:

1. A written statement that the Bidder will: (i) not discriminate against any employee 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 Bidder 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 it has 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 Bidder's obligations herein.
4. A statement regarding the good faith efforts it will employ to seek participation by M/WBEs as subcontractors and/or suppliers in the performance of the Resultant Agreement(s) in order to meet the M/WBE Participation Goals.

If any Bidder does not have an existing EEO policy statement and/or prefers to use the one RPCI has supplied with this RFP, then each such Bidder may adopt the model statement "M/WBE/EEO Policy Statement" which is attached to this RFP as further described in Subsection 3.2.6 of this RFP (see Section VII of this RFP for a list of attachments).

Each Successful Bidder will include the provisions set forth herein in every subcontract in such a manner that the requirements herein will be binding upon each subcontractor in connection with the Resultant Agreement.

2.4 M/WBE STAFFING

To ensure compliance with the M/WBE Regulations, the Bidders, and any of their proposed subcontractors, shall submit a staffing plan as part of their Bid Responses to document the composition of the proposed workforce to be utilized in the performance of the Resultant Agreement(s), as further described in Subsection 3.2.6 of this RFP.

The Successful Bidder(s) and its/their subcontractor(s) shall comply with the provisions of the Human Rights Law, and all other Federal, State, and local statutory and constitutional non-discrimination provisions. The Successful Bidder(s) and its/their subcontractor(s) shall 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 shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

2.5 M/WBE UTILIZATION

To ensure compliance with the M/WBE Regulations, the Bidders, and any of their proposed subcontractors, shall complete and submit the “M/WBE Utilization Plan which is attached to this RFP as further described in Subsection 3.2.6 of this RFP (see Section VII of this RFP for a list of attachments). The Successful Bidder(s) agree(s) to use, and ensure that its/their subcontractor(s) use, its/their M/WBE Utilization Plan(s) for the performance of M/WBEs on the Resultant Agreement(s) pursuant to the M/WBE Participation Goals. The Successful Bidder(s) further agree that failure by it/them and/or its/their subcontractor(s) to utilize its/their M/WBE Utilization Plan(s) for the performance of M/WBEs on the Resultant Agreement(s) shall constitute a breach of contract, and such Successful Bidder(s) shall be liable to RPCI for actual and/or other appropriate damages as set forth in Subsection 2.8 of this RFP.

2.6 QUARTERLY M/WBE COMPLIANCE REPORTS

The Successful Bidder(s) will be required to submit the following quarterly report(s) to RPCI by the 10th day following each end of quarter throughout the term of the Resultant Agreement(s):

1. M/WBE compliance report(s) documenting the progress made towards achievement of the M/WBE Participation Goals; and

2. Workforce employment utilization report(s) detailing updates made to the Successful Bidder(s)' and/or its subcontractor(s)' staffing plan(s), and information regarding the actual workforce utilized in the performance of the Resultant Agreement(s) by the specified categories listed including ethnic background, gender, and Federal occupational categories. In limited instances, a Successful Bidder and/or its subcontractor(s)' may not be able to separate out the workforce utilized in the performance of its Resultant Agreement from its and/or its subcontractor(s)' total workforce. When a separation can be made, the Successful Bidder(s) shall submit to RPCI the required workforce employment utilization report and indicate that the information provided is related to the actual workforce utilized on the Resultant Agreement(s). When separation cannot be made, then each such Successful Bidder and/or its subcontractor(s) shall submit the workforce employment utilization report and indicate that the information provided is such Successful Bidder's and/or its subcontractor(s)' total workforce during the subject time frame, not limited to work specifically under its Resultant Agreement.

2.7 M/WBE WAIVERS

If any Bidder, after making good faith efforts, is unable to comply with the M/WBE Participation Goals, then such Bidder shall submit a "Request for Waiver Form" to RPCI as part of its Bid Response, documenting its good faith efforts to meet such M/WBE Participation Goals as further described in Subsection 3.2.6 of this RFP. A copy of the Request for Waiver Form is attached to this RFP (see Section VII of this RFP for a list of attachments).

If, upon review of any Bidder's and/or Successful Bidder's, as applicable, M/WBE Utilization Plan and/or quarterly M/WBE compliance report, RPCI determines that any Bidder and/or Successful Bidder is failing or refusing to comply with the M/WBE Participation Goals and no Request for Waiver Form has been submitted by such Bidder and/or Successful Bidder and approved by RPCI in regards to such non-compliance, then RPCI may, in its sole discretion, issue a notice of deficiency to such Bidder and/or Successful Bidder. The Bidder and/or Successful Bidder must then respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the M/WBE Participation Goals.

2.8 DAMAGES FOR NON-COMPLIANCE WITH M/WBE REQUIREMENTS

Where RPCI determines that any Successful Bidder is not in compliance with the M/WBE Regulations and/or M/WBE Participation Goals, and such Successful Bidder refuses to comply with such requirements and/or is found to have willfully and/or intentionally failed to comply with such requirements, then each such Successful Bidder shall be obligated to pay damages to RPCI, calculated as an amount equaling the difference between:

1. All sums identified for payment to M/WBEs had the Successful Bidder(s) achieved the contractual M/WBE Participation Goals; and
2. All sums actually paid to M/WBEs for work performed and/or materials supplied under the Resultant Agreement(s).

In the event that a determination has been made against any Successful Bidder by RPCI which requires the payment of damages, and such identified sums have not been withheld by RPCI, then such Successful Bidder shall pay such damages to RPCI within sixty (60) days from the date which they were assessed by RPCI on such Successful Bidder, unless, prior to the expiration of such sixty (60) day period, such Successful Bidder has filed a complaint with the Director of the NYS Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law, in which event the damages shall be payable if the Director renders a decision in favor of RPCI.

2.9 M/WBE COMPLIANCE – GENERAL

Separate forms, plans, reports, etc., as indicated in this Section II, shall be completed by each Bidder and Successful Bidder, as indicated, as well as any subcontractor of each such Successful Bidder who will be performing work under a Resultant Agreement. Failure by any Bidder to comply with the applicable requirements for Bid Responses as set forth in this Section II may result in such Bidder being found non-responsive as determined by RPCI, in its sole discretion. Failure by any Successful Bidder 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 and/or assessment of actual damages as set forth in Subsection 2.8 of this RFP.

SECTION III – BID REQUIREMENTS

3.1 GENERAL STATEMENTS AND REPRESENTATIONS

3.1.1 RPCI'S RIGHTS

This solicitation is a request for proposal and does not constitute an offer by RPCI. RPCI reserves the right, in its sole discretion, to: (i) award a Resultant Agreement to a single Bidder, to multiple Bidders, or to not award a Resultant Agreement at all; (ii) reject any or all Bid Responses; (iii) award only a portion of the RFP to any Bidder; (iv) adjust and/or correct any arithmetical error in any Bid Proposal following notification to the Bidder; (v) waive minor irregularities in any Bid Response following notification to the Bidder; (vi) adopt, as RPCI property, all submitted Bid Responses and corresponding attachments, and to use any portions thereof which are not specifically noted as proprietary by the Bidder; (vii) change any portion of this RFP following issuance of an Addendum to the Bidders; (viii) cancel and/or limit the scope of this RFP; (ix) consider and accept modifications in any Bid Response at any time before the RFP award is made, if such action is in the best interest of RPCI, as determined by RPCI, in its sole discretion; (x) negotiate with any Bidder to serve the best interests of RPCI; and/or (xi) award a Resultant Agreement to any Bidder based on RPCI's RFP evaluation criteria listed in Section VI of this RFP, and not simply based on lowest bid.

3.1.2 COSTS TO PREPARE BID RESPONSES

RPCI is not responsible, and will not reimburse any Bidder, for any costs incurred by any Bidder in preparing and/or submitting a Bid Response, in making any presentation(s) to RPCI in relation to a Bid Response, in providing any demonstration(s) to RPCI in relation to a Bid Response, 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 RPCI, RPCI is not liable for any costs incurred by a Successful Bidder(s) following award of the RFP until a Resultant Agreement is fully executed, and all required approvals have been obtained by such Successful Bidder.

3.1.3 DISCREPANCIES

The Bidders are responsible for bringing discrepancies found in this RFP to the attention of RPCI.

3.2 CONTENT AND FORMAT OF BID RESPONSES

EXCEPT AS OTHERWISE PROVIDED HEREIN AND/OR IN ANY BID FORM AND/OR ATTACHMENT HERETO, BIDDERS SHALL NOT MODIFY THIS RFP AND/OR ANY BID FORMS AND/OR ATTACHMENTS WITHOUT THE EXPRESS WRITTEN APPROVAL OF RPCI.

3.2.1 BID PROPOSAL

Each Bidder's Bid Response shall include a signed, completed Bid Proposal, which must be submitted on the "Bid Proposal Form", a copy of which is attached to this RFP (see Section VII of this RFP for a list of attachments). All Bid Proposals shall be complete and all-inclusive.

3.2.2 NON-COLLUSION AFFIDAVIT

Each Bidder's Bid Response shall include a signed, completed "Non-Collusion Affidavit", a copy of which is attached to this RFP (see Section VII of this RFP for a list of attachments).

3.2.3 DISCLOSURE FORM

Each Bidder's Bid Response shall include a signed, completed "Disclosure Form", a copy of which is attached to this RFP (see Section VII of this RFP for a list of attachments).

3.2.4 CERTIFICATE OF INSURANCE

Each Bidder's Bid Response shall include a certificate of insurance evidencing its compliance with the insurance requirements outlined in the sample "Staffing Agreement" which is attached to this RFP (the "Sample Agreement") (see Section VII of this RFP for a list of attachments). If any Bidder is unable to meet any of the insurance requirements, then such Bidder shall detail any such non-compliance, in the form of redlines within the Sample Agreement, as further indicated in Subsection 3.2.5 of this RFP.

3.2.5 EXCEPTIONS

The Successful Bidder(s) will be expected to sign Resultant Agreement(s) which will be in a form similar to the Sample Agreement. In addition, if, during performance under the Resultant Agreement, any Successful Bidder will have access to any Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder (45 CFR Part 160 and Part 164), then, in addition to the Resultant Agreement, each such Successful Bidder will also be required to sign a Business Associate Agreement (the "Resultant Business Associate Agreement"), in a form similar to that which is attached to this RFP (the "Sample Business Associate Agreement") (see Section VII of this RFP for a list of attachments). Furthermore, if, during performance under the Resultant Agreement, any Successful Bidder will require remote access to RPCI's network, then, in addition to the Resultant Agreement and, if applicable, the Resultant Business Associate Agreement, each such Successful Bidder will also be required to sign a Third Party Network Connection Agreement (the "Resultant Third Party Network Connection Agreement"), in a form similar to that which is attached to this RFP (the "Sample Third Party Network Connection Agreement") (see Section VII of this RFP for a list of attachments). If any Bidder is unsure as to whether or not it will have access to PHI and/or need

to remotely access RPCI's network if awarded a Resultant Agreement, then it is each such Bidder's responsibility to ask RPCI in accordance with the question submission requirements set forth in Subsection 1.4 of this RFP.

RPCI will not accept Bidder's agreement and/or terms and conditions in lieu of RPCI's Resultant Agreement, Resultant Business Associate Agreement (if applicable), and/or Resultant Third Party Network Connection Agreement (if applicable). If any Bidder has any exceptions to the Sample Agreement, the Sample Business Associate Agreement (if applicable), and/or the Sample Third Party Network Connection Agreement (if applicable), then such exceptions shall be submitted in the form of redlined changes within each applicable document, and included as part of each Bidder's Bid Response. Any and all exceptions must be included as part of each Bidder's Bid Response. If any Bidder does not include its exceptions as part of its Bid Response, then each such Bidder shall be deemed to have accepted the terms of the Resultant Agreement, the Resultant Business Associate Agreement (if applicable), and the Resultant Third Party Network Connection Agreement (if applicable), if awarded by RPCI. RPCI will not negotiate changes to any Resultant Agreement, Resultant Business Associate Agreement (if applicable), and/or Resultant Third Party Network Connection Agreement (if applicable) if such proposed changes were not included as part of the applicable Successful Bidder's Bid Response.

IF ANY BIDDER SUBMITS EXCEPTIONS THAT ARE INTENDED TO LIMIT THE BIDDER'S LIABILITY IN ANY WAY UNDER THE RESULTANT AGREEMENT, THE RESULTANT BUSINESS ASSOCIATE AGREEMENT (IF APPLICABLE), AND THE RESULTANT THIRD PARTY NETWORK CONNECTION AGREEMENT (IF APPLICABLE), THEN RPCI MAY, IN ITS SOLE DISCRETION, REJECT THE BIDDER'S BID RESPONSE. IF THIS RFP IS FOR THE PROCUREMENT OF ANY PRODUCT AND/OR SERVICE TO BE USED AND/OR PERFORMED IN ANY CLINICAL SETTING AT RPCI, THEN RPCI WILL NOT ALLOW ANY BIDDER TO LIMIT ITS LIABILITY UNDER THE RESULTANT AGREEMENT, THE RESULTANT BUSINESS ASSOCIATE AGREEMENT (IF APPLICABLE), AND THE RESULTANT THIRD PARTY NETWORK CONNECTION AGREEMENT (IF APPLICABLE). FURTHERMORE, RPCI RESERVES THE RIGHT TO NEGOTIATE AND/OR REJECT ANY PROPOSED CHANGES SUBMITTED BY ANY BIDDER.

3.2.6 M/WBE AND EEO DOCUMENTATION

Pursuant to Subsection 1.10 of this RFP, if the value of any Bidder's Bid Response and Resultant Agreement, if awarded by RPCI, will meet an M/WBE Requirement Threshold, then each such Bidder shall complete the following documentation, as applicable, which shall be included as part of each such Bidder's Bid Response:

1. EEO Policy Statement: If required per Subsection 1.10 of this RFP, then the Bidder's Bid Response shall include an EEO policy statement in accordance with the requirements set forth in Subsection 2.3 of this RFP. As stated in Subsection 2.3 of this RFP, if any Bidder does not have an existing EEO policy statement and/or prefers to use the M/WBE/EEO Policy Statement that is attached to this RFP, then

each such Bidder shall complete and submit such M/WBE/EEO Policy Statement as part of its Bid Response (see Section VII of this RFP for a list of attachments).

2. Staffing Plan: If required per Subsection 1.10 of this RFP, then the Bidder's Bid Response shall include a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Resultant Agreement(s), in accordance with the criteria set forth in Subsection 2.4 of this RFP.
3. M/WBE Utilization Plan: If required per Subsection 1.10 of this RFP, then the Bidder's Bid Response shall include a completed M/WBE Utilization Plan which is attached to this RFP for the performance of M/WBEs on the Resultant Agreement(s) as further set forth in Subsection 2.5 of this RFP (see Section VII of this RFP for a list of attachments).
4. Waiver: As outlined in Subsection 2.7 of this RFP, if any Bidder, after making good faith efforts, is unable to comply with the M/WBE Participation Goals, then such Bidder shall submit the attached Request for Waiver Form to RPCI as part of its Bid Response if such is required per Subsection 1.10 of this RFP (see Section VII of this RFP for a list of attachments).

3.3 BID RESPONSE SUBMISSION REQUIREMENTS

3.3.1 BID RESPONSE DUE DATE AND TIME

Sealed Bid Responses must be submitted by the Bidders to RPCI **no later than Tuesday, October 20, 2015 by 2:00 p.m. EST.**

3.3.2 NUMBER AND FORMAT OF COPIES

The Bidders must submit **one (1) original and two (2) copies** of their Bid Responses **in hard copy format**, and **one (1) copy** of their Bid Responses **on a CD or USB Drive.**

3.3.3 BID RESPONSE SUBMISSION ADDRESS

The Bidders shall submit their Bid Responses to RPCI either by mail, courier service, or hand delivery as follows:

If By Mail/Courier Service	If By Hand Delivery
Roswell Park Cancer Institute Elm and Carlton Streets Buffalo, NY 14263 Attention: Joe Bellavia, Contract Administrator	Roswell Park Cancer Institute Purchasing Department Cell and Virus Building, 6th Floor, Room 630 141 High Street Buffalo, NY 14263 Attention: Joe Bellavia, Contract Administrator

3.3.4 BID RESPONSE LABELS

Each Bidder's Bid Response envelope and, if mailed, shipping package, shall be clearly marked as follows:

**SEALED BID RESPONSE
RFP # 16-33
INFORMATION TECHNOLOGY STAFFING
SERVICES
DO NOT OPEN UNTIL TUESDAY, OCTOBER 20,
2015 AT 2:00 P.M. EST**

3.3.5 LATE BID RESPONSES

Late Bid Responses will not be opened and/or evaluated by RPCI. Each Bidder is responsible for assuring that its Bid Response is received by RPCI by the due date and time indicated in this RFP.

SECTION IV – SCOPE OF REQUEST

4.1 STAFFING SERVICES OVERVIEW

RPCI needs to fulfill various IT resource needs, and is looking for qualified vendor(s) to provide specified IT resources in support of such needs on an as-needed basis as determined by RPCI (the “Staffing Services”). It is anticipated that between three (3) and five (5) Successful Bidders will be awarded Resultant Agreements.

4.2 REQUESTED RESOURCES/STAFF

The Successful Bidder(s) must be able to provide all of the following requested IT resource types (individually a “Staff Member” and collectively the “Staff”, as applicable):

Technical Staff Types	
Staff Type	Responsibilities and Expectations
Programmer – Lawson	<ul style="list-style-type: none"> Responsible for analyzing, designing, developing, and supporting custom programming for the Lawson S3 HR, Payroll, and Financial applications. Must be proficient in COBOL and other required tools on a UNIX platform.
Programmer – Windows	<ul style="list-style-type: none"> Responsible for analyzing, designing, developing, and supporting programming of applications designed to run on the Windows platform. Required skills include, but are not limited to: .Net, PHP, Java, JSP, HTML, and Javascript.
Programmer – Allscripts Sunrise Clinical Manager	<ul style="list-style-type: none"> Responsible for analyzing, designing, developing, and supporting custom programming and configuration of the Allscripts Sunrise Clinical Manager applications. Required skills include, but are not limited to: MLM coding and screen design.
Programmer – Invision	<ul style="list-style-type: none"> Responsible for supporting customizations and configuration changes required in the Siemens Invision application.
Programmer – Lab Information Management System (“LIMS”)	<ul style="list-style-type: none"> Responsible for analyzing, designing, developing, and supporting custom programming and configuration of the LIMS application. Required skills include, but are not limited to: Java, JSP, HTML, Javascript, CSS, Oracle, and LabVantage toolkit.
Programmer – Report Development	<ul style="list-style-type: none"> Must be proficient in design development and support of reports built against Microsoft SQL server and/or Oracle databases using either Microsoft SSRS and/or Crystal Report Writer.
Programmer – Integration Services	<ul style="list-style-type: none"> Responsible for design, development, and support of data integration services between systems.

	<ul style="list-style-type: none"> Required areas of expertise include, but are not limited to: HL7, ADT, OpenLink, eLink, EDI.
Programmer – Cerner	<ul style="list-style-type: none"> Responsible for supporting customizations and configuration changes required in the Cerner Pathnet application.
DBA – Microsoft SQL Server	<ul style="list-style-type: none"> Responsible for monitoring, support, and maintenance of multiple Microsoft SQL Server databases.
DBA – Oracle	<ul style="list-style-type: none"> Responsible for monitoring, support, and maintenance of multiple Oracle databases.
IT Quality Assurance Lead	<ul style="list-style-type: none"> Must be proficient in quality management software such as HP Quality Center, and software testing concepts including, but not limited to: regression testing, positive and negative testing, functional versus non-functional testing, defect reporting standards, and reproducibility of results. Must have demonstrated project management skills, leadership skills, and personal accountability. Must have experience creating project schedules using Microsoft Project, creating estimates, and strategic thinking and planning.
IT Quality Analyst	<ul style="list-style-type: none"> Must be proficient in quality management software such as HP Quality Center, and software testing concepts including, but not limited to: regression testing, positive and negative testing, functional versus non-functional testing, defect reporting standards, and reproducibility of results. Must have the ability to interpret requirements, both functional and non-functional, to formulate test strategies. Must have proven experience both writing and executing test scripts based on business and technical requirements. Must have demonstrated root cause analysis skills, and experience researching defects and documenting detailed steps to recreate issues and communicating those findings both through written and verbal communication.
Automation Engineer	<ul style="list-style-type: none"> Must have proven automation experience developing scripts using any of the following programs: Eggplant, Selenium, SoapUI, QuickTest Pro/UFT. Must have strong knowledge and understanding of SDLC and concepts. Must have experience with programming languages including, but not limited to: Java, XML, C++, and C#.
Requirements Analyst	<ul style="list-style-type: none"> Must have proven experience gathering and documenting functional and non-functional requirements. Must have strong healthcare experience. Must have demonstrated leadership abilities.
Network Systems Specialist	<ul style="list-style-type: none"> Must be familiar with Cisco Network gear, switching/routing, Wireless, and Security.

VoIP Telephony Technician	<ul style="list-style-type: none"> Must be familiar with Cisco voice applications, Call Manager, Unity Voice Mail, and Contact Center Express.
Linux System Administrator	<ul style="list-style-type: none"> Must be familiar with IBM AIX, HP UX, and BSD.
Exchange Administrator	<ul style="list-style-type: none"> Must be familiar with Exchange 2010, 2013, and Office 365.
SAN Administrator	<ul style="list-style-type: none"> Must have experience with 3Par and/or HPX9000.
Back-Up Administrator	<ul style="list-style-type: none"> Must have experience with Veeam and HP Data Protector and/or CommVault.
System Engineer – Cerner	<ul style="list-style-type: none"> Responsible for supporting package installs, running setup.exe, and coordinating processes on the back-end required to maintain the Cerner Pathnet application.
Functional Staff Types	
Staff Type	Responsibilities and Expectations
System Analyst – Lawson HR/Payroll/Financials	<ul style="list-style-type: none"> Responsible for analyzing the needs of the appropriate business unit and leading the design and implementation of suitable information systems through coordination with end users, software vendors, and programmers.
System Analyst – Invision PM/PA	<ul style="list-style-type: none"> Responsible for analyzing the needs of the appropriate business unit and leading the design and implementation of suitable information systems through coordination with end users, software vendors, and programmers.
System Analyst – 3M Coding	<ul style="list-style-type: none"> Responsible for analyzing the needs of the appropriate business unit and leading the design and implementation of suitable information systems through coordination with end users, software vendors, and programmers.
System Analyst – Healthcare Research	<ul style="list-style-type: none"> Responsible for analyzing the needs of the appropriate business unit and leading the design and implementation of suitable information systems through coordination with end users, software vendors, and programmers.
Systems Analyst – Allscripts Sunrise Clinical Manager	<ul style="list-style-type: none"> Responsible for analyzing the needs of the appropriate business unit and leading the design and implementation of suitable information systems through coordination with end users, software vendors, and programmers.
Systems Analyst – Healthcare Business Operations	<ul style="list-style-type: none"> Responsible for analyzing the needs of the appropriate business unit and leading the design and implementation of suitable information systems through coordination with end users, software vendors, and programmers.
IT Security Analyst	<ul style="list-style-type: none"> Must be experienced in IT security regulations, tools (and their associated consoles), support requests, and incident handling. Tools include, but, are not limited to: vulnerability scanning, log management, 2 factor authentication, anti-malware, desktop/USB encryption, internet filtering, and securing network traffic via encryption.

- | | |
|--|---|
| | <ul style="list-style-type: none"> • Must have demonstrated confidentiality, communication, and customer service skills. |
|--|---|

4.3 GENERAL REQUIREMENTS

The following are general requirements associated with the Staffing Services:

1. The Successful Bidder(s)' Staff must be capable of following RPCI standard operating procedures surrounding management/tracking of IT work, SDLC, and project time tracking.
2. The Successful Bidder(s)' Staff must take steps as necessary to complete requested Staffing Services in a timely and efficient manner, consistent with RPCI business requirements as made known to each Staff Member.
3. The efficiency and productivity of the Successful Bidder(s)' Staff assigned to perform Staffing Services shall be, at a minimum, consistent with that of personnel of well managed companies providing services similar to the Staffing Services required by RPCI.
4. The Successful Bidder(s) must be able to utilize an appropriately detailed labor tracking process or system to track resource requirements, related availability, and usage.
5. In consultation with and as approved by RPCI, the Successful Bidder(s)' Staff shall work with RPCI's IT team members to increase the productivity of such personnel through the use of tools, disciplines, processes, and other appropriate development productivity methods, including industry accepted "best practice" methods.
6. The Successful Bidder(s)' Staff must utilize work management tools, as supplied by RPCI, during the Staffing Services, supporting progress reporting through effective communication planning and deployment.
7. The Successful Bidder(s)' Staff must follow RPCI's standard services agreement template and standard engagement letter formats.

SECTION V – RFP SCHEDULE

Action	Date	Time (EST)
RFP distributed to Bidders	9/29/2015	N/A
Deadline for submission of questions by Bidders	10/14/2015	2:00 p.m.
Deadline for submission of Bid Responses by Bidders	10/20/2015	2:00 p.m.
Award of Resultant Agreement(s)	TBD	TBD

SECTION VI – BID RESPONSE EVALUATION CRITERIA

All Bid Responses received by RPCI will be reviewed and evaluated by a committee of RPCI personnel. The committee will recommend the award be made to the Bidder(s) whose Bid Response(s) receive(s) the highest overall evaluation score based on the criteria listed in the following table (RPCI 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%
Local and NYS vendor	3%
Ability to meet M/WBE Participation Goals	2%
Bidder's qualification, experience, and references	20%
Ability to meet all of RPCI's requested needs	20%
Overall Bid Response (completeness, content, etc.)	15%

SECTION VII – RFP ATTACHMENTS

- 1. BID PROPOSAL FORM**
- 2. NON-COLLUSION AFFIDAVIT**
- 3. DISCLOSURE FORM**
- 4. SAMPLE STAFFING AGREEMENT**
- 5. SAMPLE BUSINESS ASSOCIATE AGREEMENT**
- 6. SAMPLE THIRD PARTY NETWORK CONNECTION AGREEMENT**
- 7. M/WBE/EEO POLICY STATEMENT**
- 8. M/WBE UTILIZATION PLAN**
- 9. REQUEST FOR WAIVER FORM**