

RFP 27-07
MANAGED SERVICE
PROVIDER (MSP) FOR
TEMPORARY STAFFING
SERVICES
Request for Proposal

Roswell Park Comprehensive Cancer Center
September 30, 2026

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SECTION I – SCOPE OF WORK:

1.1 SUMMARY OF REQUEST

Roswell Park Comprehensive Cancer Center (“Roswell Park”) is seeking proposals from qualified Managed Service Providers (MSPs) to deliver an enterprise-wide temporary staffing solution across locum tenens/allied health, non-clinical/professional staffing, and executive staffing categories.

The intent of this RFP is to evaluate MSP models capable of managing staffing vendors, standardizing processes, enhancing visibility into spend, and improving service delivery. Roswell Park will evaluate whether a single MSP can support all staffing needs; however, it is recognized that this may not be feasible. Vendors should clearly define their capabilities and limitations.

Scope is expected to support:

- Locum Tenens/Allied Health
 - ~6 FTEs annually
- Non-Clinical/Professional Staffing
 - ~40 FTEs annually
- Executive & Faculty Interim Placement and Search Services
 - ~3 FTEs annually

Roswell Park reserves the right to:

- Award a single MSP for all services
- Award partial services under this RFP
- Make no award under this RFP and instead award under a separate RFP
- Make multiple awards as deemed in the best interest of the organization

Submission of a proposal does not guarantee an award.

1.2 SCOPE OF REQUEST

1.2.1 The MSP will provide:

- Vendor-neutral or vendor-managed staffing solution
- Oversight and management of the Vendor’s network (agency partners)
- Requisition intake, candidate submission, tracking, and reporting
- Rate benchmarking, spend control, and analytics
- Credentialing coordination and onboarding support
- Compliance with NYS procurement and EEO requirements

1.2.2 Service categories may include but are not limited to (see Attachment A for a more comprehensive list) and will be requested on an as-needed basis:

a. Locum Tenens/Allied Health

- Physicians
- Advanced Practice Providers (APP)
- Pharmacists
- Physical Therapists
- Technicians

b. Non-Clinical/Professional Staffing

- Administrative, IT, finance, supply chain, and other support functions
- Clinical support staff (Clinical Center Associates, Patient Access, etc.)
- c. Executive & Faculty Interim Placement and Search Services
 - Interim and permanent physician, physician leader, and executive leadership roles
 - Academic and research faculty placements

1.2.3 The MSP must demonstrate ability to manage multi-category staffing under a unified governance structure.

1.3 MINIMUM REQUIREMENTS

Vendors must:

- 1.3.1 Demonstrate MSP experience in complex healthcare environments, including oversight and management of clinical, allied health, non-clinical/professional, executive, and other contingent workforce programs.
- 1.3.2 Provide a technology platform that supports requisition management, candidate tracking, vendor management, onboarding, reporting, analytics, and workforce program administration.
- 1.3.3 Demonstrate the ability to manage multiple staffing categories and coordinate staffing services through a network of staffing suppliers.
- 1.3.4 Ensure and enforce that all participating staffing suppliers meet Roswell Park's credentialing, compliance, onboarding, background screening, drug testing, verification, and documentation requirements.
- 1.3.5 Ensure all vendor-supplied candidates meet healthcare operational requirements, including quality standards, service level expectations, competency requirements, and timely fulfillment of staffing requests.
- 1.3.6 Maintain and/or ensure maintenance of complete, current, and audit-ready worker documentation, including credentials, certifications, competencies, onboarding records, and compliance files.
- 1.3.7 Establish, manage, monitor, and enforce standardized rate structures, markups, temporary-to-permanent conversion policies, and other pricing controls across the staffing supplier network.
- 1.3.8 Ensure compliance with New York State Equal Employment Opportunity (EEO) requirements, including monitoring, reporting, and enforcement across participating staffing suppliers.
- 1.3.9 Maintain audit-ready program documentation, reporting, spend analytics, supplier performance metrics, compliance records, and workforce utilization data.
- 1.3.10 Comply with HIPAA, data privacy, cybersecurity, confidentiality, and information security requirements applicable to all candidate, worker, supplier, and organizational data.
- 1.3.11 Demonstrate compliance with The Joint Commission (TJC) standards, including credentialing, competency validation, primary source verification, and documentation requirements for clinical staffing positions.

- 1.3.12 Demonstrate the ability to source and/or facilitate sourcing of qualified candidates within Western New York (WNY) or comparable regional healthcare markets through participating staffing suppliers.

1.4 QUESTIONS

1.4.1 MSP Model & Approach

- a. Describe your MSP model (vendor-neutral, master vendor, hybrid, etc.) and rationale for your approach.
- b. Clearly define how your model generates revenue (administrative fees, supplier markups, shared margins, etc.).
- c. Explain how your model ensures transparency and avoids conflicts of interest.
- d. Describe how your MSP model would support Roswell Park's multi-category staffing needs (locum tenens/allied health, non-clinical/professional staffing, and executive & faculty interim placement and search services).

1.4.2 Supplier Network & Management

- a. Describe your process for sourcing, onboarding, and managing staffing suppliers.
- b. Provide the size and composition of your current supplier network, including healthcare-specific capabilities.
- c. Explain how you ensure supplier quality, performance, and compliance.
- d. Describe how you manage supplier competition and prevent rate inflation or bias.

1.4.3 Pricing Governance & Cost Control

- a. Describe how you establish and maintain rate cards and pricing controls.
- b. Explain how you monitor and control:
 - i. Supplier markups
 - ii. MSP fees
 - iii. Total cost of labor
- c. Describe how Roswell Park can audit pricing and validate rates.
- d. Provide examples of cost savings achieved for similar clients.

1.4.4 Technology & Reporting

- a. Describe the MSP technology platform, including key functionality:
 - i. Requisition management
 - ii. Candidate tracking
 - iii. Vendor management
 - iv. Reporting and analytics
- b. Provide sample dashboards or reports.
- c. Describe data ownership, access, and reporting capabilities.
- d. Explain system integration capabilities with HRIS, finance, or procurement systems.

1.4.5 Implementation & Transition

- a. Provide an implementation plan outlining:
 - i. Key milestones
 - ii. Timeline
 - iii. Resource requirements
- b. Describe your approach to:

- i. Supplier onboarding
 - ii. Stakeholder training
 - iii. Change management
- c. Identify risks associated with implementation and mitigation strategies.

1.4.6 Service Delivery & Operations

- a. Describe your governance structure, including account management roles, responsibilities, communication protocols, and escalation paths.
- b. Roswell Park has established the following service level metrics and definitions. A response is not required for these metrics; they are provided for reference and may be incorporated into contract performance requirements:
 - i. Time-to-Submit: Time from staffing request to first candidate submission
 - ii. Time-to-Fill: Time from staffing request to execution of a staffing agreement and placement of a candidate
 - iii. Fill Rate: Number of staffing requests successfully filled divided by the total number of staffing requests
- c. For the following service level metrics, describe your methodology, including how each metric is measured, monitored, reported, and any standard targets or benchmarks utilized by your organization:
 - i. Candidate Quality (e.g., retention, assignment completion, hiring manager satisfaction)
 - ii. Compliance Rate (e.g., credentialing completion, onboarding compliance, regulatory adherence)
- d. Complete and submit Attachment B Service Level Metrics and Performance Reporting.
- e. Describe how staffing requests are prioritized and managed across multiple departments, service lines, and business units.
- f. Provide examples of your approach to managing surge demand, critical vacancies, or urgent staffing requirements.

1.4.7 Compliance & Risk Management

- a. Describe how you ensure compliance with:
 - i. Healthcare staffing requirements
 - ii. Credentialing and licensing standards
 - iii. EEO requirements
- b. Explain your audit processes and documentation controls, including readiness for client and regulatory audits (e.g., TJC surveys).
- c. Describe data privacy and HIPAA compliance measures.

1.4.8 GPO / Vizient Participation

- a. Indicate whether your organization participates in Vizient or other GPOs.
- b. If applicable, describe:
 - i. Administrative fee structure
 - ii. Whether fees are included in or separate from pricing submitted in this RFP
 - iii. How spend is tracked and reported under the GPO
 - iv. Any financial impact to Roswell Park
- c. Explain experience working with health systems utilizing GPO-based staffing strategies.

1.4.9 Subcontractor Management and Contracting Structure

- a. Describe how subcontractor agencies are engaged under your MSP model and how responsibilities are allocated between the MSP and subcontractors.

- b. Clearly outline the proposed contracting structure, including whether Roswell Park would contract directly with the MSP only or separately with each subcontracted agency.
- c. If subcontractors are used, describe how Roswell Park's contractual terms and conditions (including Appendix A and applicable compliance requirements) will be flowed down and enforced across all participating suppliers.
- d. Explain how compliance with NYS requirements (including EEO, audit, and reporting obligations) will be managed across subcontractors.
- e. Describe how accountability is maintained between the MSP and subcontractors, including performance management, issue resolution, and escalation processes.
- f. Identify any situations where subcontractors may operate outside of the MSP structure and how those scenarios would be handled.
- g. Describe any risks associated with the proposed subcontractor model and how those risks will be mitigated.

1.4.10 Candidate Sourcing & Screening

- a. Describe how you ensure all subcontracted agencies comply with required background check, credentialing, and verification standards including but not limited to:
 - i. Criminal background checks
 - ii. Drug screening
 - iii. Education, license, and certification verification
 - iv. Screening candidates against federal and state exclusion lists (e.g., OIG, SAM, OMIG) to ensure they are eligible to participate in federally funded healthcare programs.
- b. Indicate whether these functions are performed by the subcontracted agencies, the MSP, or a third party.
- c. Describe your oversight, audit, and validation processes to ensure compliance is consistently met across all suppliers.
- d. Explain how Roswell Park will have visibility into, and the ability to audit, credentialing and background check documentation.

1.4.11 Conversion and Hiring Terms

- a. Describe your approach to establishing, standardizing, and enforcing temporary-to-permanent conversion policies across all participating staffing vendors, including:
 - i. Conversion fee structures (e.g., flat fee, percentage, or tiered models)
 - ii. Hour or tenure thresholds governing conversion eligibility
 - iii. Buyout or conversion terms applicable across the vendor network
 - iv. Describe how your MSP program addresses personnel classifications for which conversion fees, employment fees, liquidated damages, non-solicitation provisions, non-compete provisions, or similar restrictions are prohibited by applicable law, including New York Public Health Law Article 29-K, where applicable.
- b. Describe any flexibility within your model, including alternative conversion structures or scenarios in which conversion fees may be reduced or waived.
- c. Roswell Park does not grant exclusivity to any staffing vendor or MSP participant and reserves the right to pursue parallel recruiting activities, including engagement of multiple agencies, direct candidate sourcing, and internal recruitment efforts. Confirm that Roswell Park may continue such activities and describe how your MSP program governs candidate ownership, attribution, candidate presentation, and associated fees in situations where:
 - i. Roswell Park independently identifies a candidate
 - ii. Multiple vendors submit the same candidate
 - iii. A candidate is sourced outside of the MSP program
 - iv. A candidate is already known to Roswell Park

- v. A candidate is identified through Roswell Park's internal recruitment efforts

1.4.12 Cancellation Terms and Minimum Commitment Requirements

- a. Describe your standard cancellation policy, including required notice periods by role type and assignment.
- b. What fees or charges apply in the event of cancellations by Roswell Park? Please specify timing thresholds (e.g., <24 hours, 24–48 hours) and associated costs.
- c. Describe your policy for candidate no-shows or agency-initiated cancellations, including any credits, replacements, or fee waivers provided to Roswell Park.
- d. Are there any minimum assignment lengths, guaranteed hours, or shift commitments? If so, please describe.
- e. Describe any flexibility in your cancellation terms, including the ability to waive or reduce fees under certain circumstances.
- f. Confirm whether cancellation terms vary by location, role type, or market conditions, and provide details where applicable.

1.4.13 Differentiators & Value Proposition

- a. What differentiates your MSP solution from competitors?
- b. Describe any innovative approaches, tools, or service models.
- c. Explain how your solution would deliver measurable value to Roswell Park.

1.5 TERM

The term of the Resultant Agreement(s) will be for a 5-year initial term (the “Initial Term”) which shall automatically renew for two (2) successive one (1) year renewal terms (each a “Renewal Term”) unless written notice of nonrenewal by Roswell Park is given at least thirty (30) days prior to the expiration of the Term. The Initial Term and each Renewal Term shall be collectively referred to as the “Term”.

1.6 PRICING

Vendors must complete all applicable pricing worksheets in Attachment A corresponding to the service category(ies) for which they are submitting a Proposal. Failure to provide complete and structured pricing information for the proposed service category(ies) may result in disqualification, a determination of non-responsiveness, or reduced scoring. Proposed pricing shall remain firm and fixed throughout the first one (1) year contract term. Thereafter, pricing may be adjusted no more than once annually upon sixty (60) days' prior written notice, provided that any increase does not exceed the lesser of CPI or three percent (3%) per year. Roswell Park reserves the right to normalize pricing responses to ensure an equitable comparison across all proposals.

1.6.1 Pricing Transparency and Governance

Vendors must:

- Fully disclose all bill rates, markups, placement fees, search fees, conversion fees, administrative charges, technology fees, implementation fees, management fees, and any other fees, costs, or revenue streams associated with the proposed solution.
- Clearly identify any costs that are not included in the rates, markups, or fees provided in Attachment A.

- Disclose any pass-through costs, reimbursable expenses, optional services, or other charges that may result in additional costs to Roswell Park.
- Identify any pricing, discounts, incentives, rebates, revenue-sharing arrangements, or financial relationships involving third-party providers, subcontractors, affiliate organizations, participating staffing suppliers, Group Purchasing Organizations (GPOs), or other business partners that may impact pricing or compensation.
- Describe any financial arrangements through which the Respondent may receive compensation, incentives, rebates, credits, or other consideration related to the proposed services.

Hidden, bundled, pass-through, or otherwise undisclosed fees are not permitted. All costs, charges, fees, revenue streams, and financial arrangements that may result in compensation to the Respondent or be charged to Roswell Park during the term of the Agreement must be clearly identified and disclosed in the Proposal.

1.6.2 Attachment A Service Positions/Titles and Categories and Pricing

Proposers must complete and submit Attachment A as part of their response. Attachment A contains separate worksheets/tabs for the following service categories:

- Locum Tenens/Allied Health
- Non-Clinical/Professional Staffing
- Executive & Faculty Interim Placement
- Executive & Faculty Search Services

Proposers shall complete all tabs in Attachment A, providing pricing for each service category offered. If a Proposer does not offer a particular service category, the corresponding tab should be completed with "No" as applicable. Failure to complete and submit all tabs may result in the proposal being deemed non-responsive.

Pricing shall be submitted in the format provided and must include all fees, markups, rates, expenses, and other costs associated with the services proposed.

1.6.3 GPO (Group Purchasing Organizations)/Vizient Participation

- a. Vendors must indicate whether they participate in Vizient or other GPO
- b. If applicable, describe:
 - Administrative fee structure
 - Whether fees are included in proposed pricing
 - How spend is tracked and reported under the GPO
 - Ability to align pricing with existing or future GPO agreements

1.7 REFERENCES

Vendors shall provide at least three (3) healthcare MSP references, including the organization name, contact name, scope of services provided, and duration of engagement.

In addition, Vendors shall provide at least two (2) examples of MSP engagements in healthcare environments of similar size and complexity. For each example, Vendors must include a detailed description of the scope of services, results achieved (e.g., cost savings, service improvements), and key lessons learned.

1.8 POST-BID INTERVIEWS

After evaluation of the RFP responses, it may be necessary to complete a Phase II evaluation consisting of presentations, interviews, demonstrations, etc. Vendors moving on to the next round will be asked to complete a Phase II evaluation consisting of interviews, presentations, post-bid demonstrations, etc. Those invited to participate in Phase II will be provided with information on the format, attendance, and additional information that is required.

1.9 EVALUATION CRITERIA

	Evaluation Criteria	Points
1	Financials	40%
3	Ability to Meet all of Roswell Park's Requested Staffing Needs	40%
4	Experience and Qualifications	15%
5	References	5%

1.10 PROPOSAL CHECKLIST FOR COMPLETE SUBMISSION

Please structure your response using the RFP section numbering below. Provide concise answers and include only relevant materials. Roswell Park will not consider Vendors who do not submit required evidence for mandatory items.

Requested Response Length: 8–12 pages maximum, excluding pricing tables, required forms, and standard legal agreements.

Each Vendor's Proposal must be submitted via email to jennifer.gaenzler@roswellpark.org and must include the following unless other instructions have been provided by Roswell Park:

1.10.1 Deliverables

- a. Detailed Table of Contents with each section clearly labeled to correspond with each section of the RFP.
- b. Company Background and Required Information:
 - i. Full legal name
 - ii. Address
 - iii. Primary contact information including name, title, phone, and email address
 - iv. Year founded/established
 - v. Type of business (i.e. Corporation, LLC, etc.)
 - vi. State of incorporation
 - vii. Number of employees
 - viii. Federal tax ID number
 - ix. D&B number (if applicable)
 - x. Business certifications (i.e. MBE, SDVOB, etc. if applicable)
 - xi. List all the addenda issued by Roswell Park and acknowledge that they have been read and incorporated into your proposal (if applicable).
- c. Demonstrated compliance to minimum requirements in Section 1.3
- d. Responses to all Questions in Section 1.4
- e. Submit Pricing in Section 1.6
- f. Provide References in Section 1.7

- g. Attachment A Service Positions/Titles and Categories and Pricing
- h. Attachment B Service Level Metrics and Performance Reporting
- i. Any additional forms or certifications requested

1.10.2 Non-Collusion Affidavit

Each Proposal must include a signed, completed “Non-Collusion Affidavit” from Section IV – Required Forms, a copy of which is attached to this RFP.

1.10.3 Disclosure Form

Each Proposal must include a signed, completed “Disclosure Form” from Section IV – Required Forms, a copy of which is attached to this RFP.

1.10.4 EEO Requirements

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 Rev. Oct. 2018 3 “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”).

a. EEO Policy Statement:

If the value of any Vendor’s Proposal and Resultant Agreement, if awarded by Roswell Park, will meet an EEO Requirement Threshold, then each such Vendor’s Proposal must include an EEO policy statement as described in Section 3.2 of this RFP. If any Vendor does not have an existing EEO policy statement and/or prefers to use the Roswell Park-Provided EEO Policy Statement from Section IV – Required Forms, then each such Vendor shall complete and submit such as part of its Proposal.

b. EEO Staffing Plan:

If the value of any Vendor’s Proposal and Resultant Agreement, if awarded by Roswell Park, will meet an EEO Requirement Threshold, then each such Vendor’s Proposal must include a completed EEO Staffing Plan from Section IV – Required Forms 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 3.3 of this RFP.

1.10.5 Certificates of Insurance

Each Proposal must include a sample certificate of insurance evidencing its compliance with the insurance requirements set forth in the Draft Temporary Staffing Agreement. If any Vendor is unable to meet any of the insurance requirements, then such Vendor shall detail such as further indicated in Section 1.10.9 of this RFP.

1.10.6 W-9 Form

Each Proposal must include a signed, completed Request for Taxpayer Identification Number and Certification form.

1.10.7 EO 16 Certification

Each Proposal must include a signed, completed “Certification Under Executive Order No. 16, Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia” from Section IV – Required Forms, a copy of which is attached to this RFP.



1.10.8 Sample Resultant Agreement(s)

Each Proposal must include all of the legal documents required from Section V – Sample Agreements and Required Language.

1.10.9 Exceptions

The Draft Temporary Staffing Agreement will be issued with the First Addendum to this RFP. Upon issuance, Respondents shall review the agreement and either accept it as written or provide a complete redlined version identifying all requested revisions in accordance with Section V. Subject to the below restrictions, if any Vendor has any exceptions to the Draft Temporary Staffing Agreement, then such exceptions shall be submitted in the form of redlined changes within the document and included as part of each Vendor's Proposal. In addition, subject to the below restrictions, if any Vendor 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 Vendor's Proposal. Any and all exceptions must be included as part of each Proposal, and Roswell Park will not negotiate changes if such were not included as part of the applicable Vendor's Proposal. If any Vendor does not include exceptions as part of its Proposal, then each such Vendor shall be deemed to have accepted the terms of the Draft Temporary Staffing Agreement and this RFP. The exceptions taken by any Vendor will be a factor in Roswell Park's evaluation and determination of award. Notwithstanding any language to the contrary, Roswell Park will not entertain exceptions to the Draft Temporary Staffing Agreement or RFP that are of a material and substantive nature. Roswell Park reserves the right to negotiate and/or reject any proposed changes submitted by any Vendor. All exceptions are to be submitted in a Microsoft Word format as part of Vendor's electronic Proposal copy.

1.10.10 Other Supporting Documentation (if applicable)

Each Proposal must include any additional supporting documentation if applicable.

SECTION II – GENERAL INFORMATION

2.1 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.

2.2 ABOUT ROSWELL PARK

Roswell Park Cancer Institute Corporation d/b/a Roswell Park Comprehensive Cancer Center (“*Roswell Park*”) was founded in 1898 by Dr. Roswell Park in Buffalo, New York. Roswell Park is a nationally and internationally recognized leader in cancer care, research, and education. As one of the first institutions designated a “Comprehensive Cancer Center” by the National Cancer Institute (NCI) in 1974, Roswell Park has maintained this prestigious designation continuously. Roswell Park is also a member of the National Comprehensive Cancer Network (NCCN), an alliance of the world’s leading cancer centers that sets the gold standard for clinical oncology guidelines.

Roswell Park is a New York State Public Benefit Corporation and, together with its research affiliate Health Research, Inc., employs over 4,200 professionals. Roswell Park is one of only 11 centers in the U.S. solely dedicated to cancer treatment and research. The institution offers a full spectrum of inpatient and outpatient services, conducts groundbreaking research, and leads public and professional education initiatives. Its global footprint continues to expand through international clinical and research partnerships.

Many of Roswell Park’s faculty serve on NCCN panels that develop the Clinical Practice Guidelines in Oncology—internationally recognized as the most comprehensive and frequently updated standards in cancer care.

2.3 RFP DATES/MILESTONES

- 2.3.1 Issue Date: September 30, 2026 at 8:00 am EST
- 2.3.2 Question Due Date: October 12, 2026 before 12:00 pm EST
- 2.3.3 Proposal Due Date: October 27, 2026 before 2:00 pm EST

2.4 QUESTIONS

Roswell Park will accept questions from Vendors regarding this RFP until the time indicated in Section 2.3.2. Questions must be submitted via email to Jennifer M. Gaenzler at jennifer.gaenzler@roswellpark.org. Roswell Park will share ALL Vendors’ questions and the associated answers collectively with all Vendors.

2.5 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 Vendors which shall contain such clarifications and/or modifications (each an “*Addendum*”).

2.6 VALIDITY OF PROPOSALS

Proposals must remain open and valid for a period of at least one hundred and eighty (180) 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 Vendor is selected as a successful Vendor by Roswell Park (the “**Successful Vendor**”) 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 Vendor’s Proposal must remain unchanged and in effect and will be stated as such in the Resultant Agreement.

2.7 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 Vendor to influence the RFP award process are prohibited by NYS law.

2.8 RESTRICTIONS ON CONTACT 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 Vendor during the procurement process. All Vendors 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 Jennifer M. Gaenzler unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

2.9 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 Vendor, to multiple Vendors, 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 Vendor; (iv) adjust and/or correct any arithmetical error in any Proposal following notification to the applicable Vendor; (v) waive minor irregularities in any Proposal following notification to the applicable Vendor; (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 Vendor; (vii) change any portion of this RFP following issuance of an Addendum to the Vendors; (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 Vendor to serve the best interests of Roswell Park; and/or (xi) award a Resultant Agreement to any Vendor based on Roswell Park’s RFP evaluation criteria listed in Section 1.9 of this RFP, and not simply based on lowest bid.

2.10 INSURANCE REQUIREMENTS

Throughout the Term, Vendor shall, at its expense, and shall ensure that any Subcontractors, at their expense, maintain the minimum insurance coverages as outlined in the Draft Temporary Staffing Agreement with insurers licensed to do business in New York State and having an A.M. Best rating of A- or greater.

2.11 COSTS TO PREPARE BID RESPONSES

Roswell Park is not responsible, and will not reimburse any Vendor, for any costs incurred by any Vendor 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 Vendor following award of the RFP until a Resultant Agreement is fully executed, and all required approvals have been obtained by the Successful Vendor from Roswell Park.

2.12 MODIFICATIONS

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

2.13 DISCREPANCIES

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

2.14 LATE PROPOSALS

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

2.15 FINAL AWARD

Final Award would be contingent upon both parties reaching an agreement and/or terms and conditions.

SECTION III – EEO REQUIREMENTS

3.1 EEO REQUIREMENTS OVERVIEW

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 Rev. Oct. 2018 3 “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”).

Should the EEO Requirement Threshold be met, the Successful Vendor 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 Vendor 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 III, must be completed as instructed. Failure by any Vendor to comply with this Section III may result in such Vendor being found non-responsive, as determined by Roswell Park, in its sole discretion. Failure by any Successful Vendor and/or Subcontractor to comply with the requirements set forth in this Section III 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 III must be incorporated into the Resultant Agreement. In addition, the Successful Vendor will include the provisions set forth in this Section III in every subcontract related to the Resultant Agreement in such a manner that the requirements in this Section III will be binding upon each Subcontractor in connection with the Resultant Agreement.

3.2 EEO REQUIREMENTS

The Successful Vendor 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, Vendors must submit an EEO policy statement as part of their Proposals which must include the following:

1. A written statement that the Vendor 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 Vendor, if selected as the Successful Vendor, 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 Vendor 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 Vendor 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 Vendor and/or Proposed Subcontractor may adopt the model statement “EEO Policy Statement” which is attached to this RFP(***“Roswell Park-Provided EEO Policy Statement”***).

3.3 EEO STAFFING

To ensure compliance with the EEO Requirements, the Vendors, 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 (an ***“EEO Staffing Plan”***).

3.4 QUARTERLY EEO COMPLIANCE REPORTS

The Successful Vendor 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 Vendor’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.

SECTION IV – REQUIRED FORMS

Please review the forms below and include a signed copy in your proposal/response.

- 4.1 Disclosure Form
- 4.2 EO16 Certification Form
- 4.3 Non-Collusion Affidavit
- 4.4 EEO Policy Statement, if applicable
- 4.5 EEO Staffing Plan Form, if applicable
- 4.6 Attachment A Service Positions/Titles and Categories and Pricing
- 4.7 Attachment B Service Level Metrics and Performance Reporting

SECTION V – SAMPLE AGREEMENTS and REQUIRED LANGUAGE

The documents identified below will form the basis of the agreement between Roswell Park and the successful Respondent. Respondents are responsible for reviewing all documents and requirements associated with this RFP. The following documents are applicable to this procurement:

5.1 Draft Temporary Staffing Agreement

The Draft Temporary Staffing Agreement is currently under development and will be issued with the First Addendum to this RFP.

Upon issuance of the Draft Temporary Staffing Agreement, Respondents shall either:

1. Confirm acceptance of the Draft Temporary Staffing Agreement as written; or
2. Submit a complete redlined version identifying all requested revisions, exceptions, additions, deletions, or alternative language for Roswell Park's consideration.

Any requested modification to the Draft Temporary Staffing Agreement must be identified through redlines. Statements of exception, references to a Respondent's standard terms, or requests to negotiate after award are not acceptable substitutes for a redline.

Failure to identify a proposed modification through a redline will constitute the Respondent's acceptance of the applicable provision as written.

Submission of redlines does not imply acceptance by Roswell Park. Roswell Park reserves the right to evaluate all proposed contractual changes and may reject Proposals containing material legal, business, operational, compliance, indemnification, insurance, liability, confidentiality, privacy, cybersecurity, intellectual property, data ownership, termination, or other contractual exceptions.

The nature and extent of proposed redlines will be evaluated as part of Roswell Park's overall assessment of the Proposal and may impact award determination.

5.2 Appendix A - Roswell Park Required Clauses (v. 12-2025-1) and Appendix A-1 - EEO Requirements (v. 12-2025-1), if applicable

Appendix A and Appendix A-1 contain requirements mandated by New York State and are incorporated by reference into all resulting agreements. As a New York State public benefit corporation, Roswell Park is not authorized to accept modifications to these documents.

Respondents must expressly acknowledge and accept Appendix A and Appendix A-1 without exception, qualification, revision, or proposed modification. Redlines to Appendix A and/or Appendix A-1 will not be accepted or reviewed. Any Proposal conditioned upon revisions to Appendix A and/or Appendix A-1 may be deemed non-responsive and may be rejected without further consideration.