

ROSWELL PARK CANCER INSTITUTE CORPORATION  
REQUEST FOR PROPOSAL

RFP#26-11

**Television Equipment Including  
Educational/Entertainment Network Systems & Services**

RFP Due Date – Tuesday, November 13, 2012

RFP Due Time – 2:00 PM EST

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## SECTION I

### A) INTRODUCTION

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

## SECTION II

### BIDDING PROCEDURES

#### A) GENERAL STATEMENT

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

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

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

All proposals hand delivered must be submitted to the:

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

The fee quoted must be included with the sealed proposals. All proposals must be received by RPCIC and clearly marked at the above address no later than 2:00 p.m. EST on Tuesday, November 13, 2012. The bid package and shipping package should be clearly marked "SEALED BID# 26-11, Television Equipment, DO NOT OPEN." No award will be made at that time. Upon review by committee, an award may be made to the successful bidder.

B) DISCREPANCIES AND OPTIONS

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

C) QUALIFICATIONS

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

D) GENERAL CONDITIONS

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

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

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

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

RPCIC reserves the right to exercise the following:

1. Reject any or all proposals received in response to this RFP.
2. Adjust or correct any arithmetical error in the proposal and so notify the bidder.

3. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
4. Adopt as RPCIC property, all submitted proposals and to use any portions thereafter which are not specifically noted as proprietary by the submitting firms.
5. Change the proposal due date.
6. Cancel or limit the scope of the contract.
7. Accept or reject any of the contractor's assigned employees and to require their replacement at any time.
8. Consider modifications to proposals at any time before the award is made, if such action is in the best interest of RPCIC.
9. Amend and modify the RFP specifications after their release and so notify all bidders.
10. Negotiate with bidders, within the scope of RFP requirements, to serve the best interests of RPCIC.
11. Accept a bid for the contract other than the lowest bid based on the evaluation criteria.

E) QUESTIONS AND ANSWERS

Questions regarding the bid specifications should be sent to Joseph Bellavia, Contract Administrator by email at [joseph.bellavia@roswellpark.org](mailto:joseph.bellavia@roswellpark.org). Reference the bid number and title in the subject line of the email. Questions will be responded to by email. The last day for submitting questions is November 7th, at 2:00 PM EST.

F) FACILITY TOUR

A tour may be arranged by request.

### SECTION III

#### BID PROPOSAL

A) CONTENT AND FORMAT OF PROPOSAL

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

- 1) A cover letter not to exceed three (3) pages which introduces the firm, with firm name, address, corporate headquarters and telephone number. The name of one individual must be provided who will be the primary contact person with the RPCIC and who will be authorized to represent the organization.
- 2) A detailed table of contents of the proposal.

- 3) A statement of the objectives and approach. This section is to be used to describe the proposed services including essential exhibits and addressing all the issues listed.
- 4) A description of the organization's experience in providing services. This description is to include:
  - a) Provide the names, organization, email and phone numbers of at least 3 references where similar work has been performed.
  - b) how many acute New York State hospitals are clients
  - c) Explain other factors you feel are pertinent to the assessment of your firm's experience and expertise that will be of benefit to RPCIC.
  - d) Length of time providing similar services.
  - e) Other city, state or federal government agencies previously and/or currently under contract with the bidder's firm.
  - f) Written response to Section IV Scope of Services and VI Financial Terms and Conditions of the bid proposal.

## SECTION IV

### Equipment Specifications and Services

Roswell Park Cancer Institute (RPCI) seeks quotations from vendors to supply RPCI with Television Equipment and Educational/Entertainment Network System and Support as requested per the bid specifications.

#### **A) Statistics**

RPCI has a certified bed capacity of one hundred thirty three-(133). One hundred twenty one-(121) are patient TV's that have the possibility of generating revenue. RPCI daily inpatient average census is ninety nine-(99).

The following methodology will be used to estimate future revenue.

Average RPCI patients per day 99 less 50% = 50.  $50 \times 365 = 18,250$  billable patient days.

18,250 billable patient days is the number to use to calculate the costs for this proposal.

#### **B) Current Status**

1) Vendor owned equipment.

137	20" tube television sets,
33	10" PDI sets and
1	26" PDI flat panel HD television,
2	IR Remote/Programmers

137	Wall Brackets
180	Enhanced Pillow Speakers
15	Support Arms
15	Wall Plates/Power Supplies
227	Television Wall Outlets
	All 3' cables, connectors, and hardware

Any equipment not listed in above section 1 is owned by RPCI.

To calculate proposal cost use a buyout cost of \$25,000.00. The awarded vendor will buyout existing equipment that can be utilized over the term of the contract. If there is any obsolete equipment or equipment that is not necessary to support the future program it will be removed by the current owner or other arrangements will be made and the buyout number will be adjusted.

2) RPCI owns the following equipment and appropriate wall brackets, pillow speakers if applicable, wall mounts and associated cables, connectors and hardware.

- Twenty six (26) LG, LCD or plasma sets ranging in size from 20" to 47"
- Thirty three (33) 10" PDI LCD sets
- Eighteen (18) 20" PDI LCD sets
- Twenty three (23) 22" PDI LCD sets.

There may be additional RPCI owned equipment not accounted for as listed in section 2.

3) Maintenance and support is provided for all equipment within the hospital, college parkway, and the RSC building and any other RPCI location.

4) RPCI does not charge the patient for telephone service. Telephone service is not part of this RFP.

5) Currently RPCI does not use an addressable system. Televisions are always active and patients select television service at point of admission.

6) Vendor is responsible for the monthly cable expense with Time Warner Cable at a current rate of \$789.00 per month. RPCI contracts with Time Warner for service at College Parkway.

7) Time Warner has requested to do a cable outlet survey at RPCI to get an updated number of cable outlets. At this time the survey has not been scheduled.

8) Patients are billed for services on a daily basis. The maximum amount of billable days is capped at 16 days per month.

9) RPCI understands that the current billing method does not capture full potential revenue and will change to an addressable system.

10) RPCI is currently converting our Nurse Call System to a Jeron system platform. RPCI will be responsible for all Jeron nurse call pillow speakers. At this time Jeron equipment is in the ICU

unit and several clinics. No Jeron equipment is in any patient rooms or possible revenue generating rooms. There is not a time frame for conversion of this system elsewhere in the hospital.

### **C) PROPOSED TELEVISION EQUIPMENT**

1) One hundred twenty one - (121) 26" flat panel sets with pivot mount brackets to be installed in revenue generating patient rooms replacing existing tube sets.

2) Sixteen-(16) 26" sets with pivot mount brackets for additional patient beds/common areas.

3) Six – (6) 32" sets with articulating mount for common areas.

4) One hundred thirty three - (133) digital nurse call pillow speakers that are compatible with the existing Ronco nurse call platform. Additional forty – (40) back up nurse call bells will be on site and managed by RPCI. One hundred seventy three – (173) total nurse call bells.

5) Vendor will be responsible for all Ronco plat formed nurse call pillow speakers. Provide how you will support the existing nurse call pillow speakers. Explain how the expense of the nurse call pillow speakers is built into the cost and how the cost will be removed through the Jeron system conversion and at completion of the conversion.

#### **4) TELEVISION SPECIFICATIONS**

- a) 26" Hospital Designed Televisions
- b) UL Hospital Grade Listed
- c) Nurse Call Pillow Speaker Compatible with Ronco System
- d) FM Radio Compatible

#### **Options**

- a) Digital Signage Compatible (would like to package into one system)
- b) On Demand Programing Compatible
- c) TV's Internet Capable/Ready for Future Technology Delivery

Vendor must specify the model number and the specifications for each type of television set quoted. Vendor must document that all equipment to be installed in patient areas are in compliance with UL code and must be new.

5) Vendor will be responsible for all system components to convert over to an addressable system.

6) What is the warranty on new equipment?

7) As an option provide pricing for interactive television sets and appropriate nurse call bells.

### **D) PROPOSED EDUCATIONAL PROGRAMING**



- 1) One channel for our own patient education information where we could stream videos and educational content developed by patient education department.
- 2) Additional channels possible for development and marketing departments and purchased content (i.e. humor channel).
- 3) One channel where on demand programming is available where our staff could choose an instructional video for the patients to watch and have it play immediately.
- 4) The ability to develop an interactive program for nursing to teach back based on the instructional videos we show patients so their understanding and retention can be tested.

Quote a four channel compatible system. Quote an option for additional stations or the next size up system.

#### **E) PROPOSED ENTERTAINMENT PROGRAMING**

- 1) Provide cable channel lineup that is typical in a hospital.
- 2) Buffalo Sabre Hockey is necessary
- 3) Music

Provide any alternative entertainment sources that may be available.

#### **F) PROPOSED SERVICE AND SUPPORT**

The procedure RPCI will implement for service calls is as follows. Service issues will be reported to RPCI maintenance department. RPCI maintenance will take a first look at televisions, nurse call equipment, connections and cabling to assist in diagnosing and resolving the issue. If the issue is not resolved RPCI maintenance representative will place the service call to vendor and follow up as necessary.

- 1) Provide a detailed plan for service and support for existing televisions, new televisions, education system, software support and existing nurse call pillow speakers.
- 2) What is the process for placing a service call? Can email be used or other software based product for tracking service calls and turnaround times?
- 3) What is your response time for service calls during weekday, weeknight and weekend hours?
- 4) How will your firm be held accountable if response times are not met?
- 5) RPCI does not have storage space for equipment, how will back up equipment be supported?
- 6) What equipment and parts inventory will vendor have available at all times to support RPCI equipment.
- 7) The vendor must identify the person(s) assigned to service equipment. The staff will complete annual infection control certification training. RPCI identification badges will be worn

at all times on campus. The first identification badge will be supplied; replacement badges will cost \$20.00.

8) Parking will be vendor's responsibility for routine service calls. When equipment replacement is necessary arrangements can be made for short term parking.

9) If there are any recommendations for service and support please list them here.

## **G) INSTALLATION**

1) Vendor will coordinate all installation work, schedule, completion date and inspection of equipment and surrounding area with a RPCI project coordinator.

2) Vendor will follow the installation guidelines listed below for removal and installation of equipment in patient rooms and common areas.

The patient room does not need to be unoccupied, but the patient will not be in the room during installation.

1) Take TV and plate down.

2) Remove four screws holding wall mount to wall.

3) Spackle holes in wall.

4) Install new pivot mount by drilling two holes in wall. To control dust drilling will be done through a wet paper towel or other approved method to control dust.

5) Wall outlets should not have to be moved with the use of a pivot mount.

6) Attach television to mount and make connections for cable and control wires.

7) Wrap up and wire tie cables for clean look.

8) Program television, and program pillow speaker.

9) Test television and pillow speaker.

10) RPCI environmental services will thoroughly clean room.

\*If there are any modifications to the above procedure like moving cable or electric boxes each scenario will be addressed on an individual basis.

3) With the room being unoccupied what would be the time frame to install 1 set in one patient room?

4) Weekend installation for patient room equipment will be utilized.

## **H) PATIENT BILLING**

1) It is understood to maximize revenue an addressable system will be utilized. The education/entertainment channels will be accessible at all times regardless if patient activates television service. What options are available for patient to pay for services? Provide your process for billing patients. If direct patient bill is an option provide a sample invoice.

2) What information does RPCI need to provide to the vendor for patient billing purposes?

3) How does the vendor support patients designated by the RPCI Social Work department that cannot afford to pay.

4) Patient billable days will be capped at 16 days per month.

5) Provide RPCI a monthly statement showing the number of patients billed, the amount billed and the amount paid.

6) Patient billable days will be reconciled quarterly. If the billable patient days are under RPCI will compensate vendor. If billable patient days are over vendor will compensate RPCI.

#### **I) TRAINING**

1) What training will be provided for our maintenance department regarding first look at equipment issues?

2) What training will be provided for the education equipment?

#### **J) COST (Provide Cost Response in Section VI)**

We are requesting several cost options. An outright purchase and seven-(7) year term lease. We are also requesting a cost for a two – (2) year contract consisting of the patient education, addressable system and service and support while utilizing our existing equipment.

1) Purchase

Cost to purchase new equipment with support for all equipment.

2) Leased

a) Provide lease program utilizing a proposed daily billing rate. Base the rate over a seven year term using patient billable days of 18,250 annually.

b) What is the buyout of the system for years two through seven?

c) Provide annual service and support costs for years two through seven if the buyout option is utilized.

3) Utilizing Existing Equipment

Utilizing our existing television equipment, add the proposed education and addressable system, provide the proposed daily billing rate based on a two year term using 18,250 annual patient billable days.

#### **J) MESSAGE BOARD TECHNOLOGY**

RPCI is exploring options for message board technology utilizing one platform campus wide. Please provide system information and pricing options to support message board technology to

support 250 patient televisions, waiting room televisions and designation message boards. This pricing should be separate of all other costs and RPCI will look at as an option.

#### **K) TERMS AND CONDITIONS**

1) RPCI Appendix A, required clauses for all Roswell Park Cancer Institute contracts is attached for your review. If there are any exceptions list them here.

#### **L) ADDITIONAL SERVICES**

- 1) Ongoing supply of brochures or cut sheets with channel lineup and instructions for use.
- 2) Please provide any additional information or value adds to this section.

### SECTION V

#### METHOD OF EVALUATION AND CONTRACT AWARD

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

#### EVALUATION CRITERIA

- I) Financial stability – Pass/Fail
  - 1) Financial - purchase /patient charge per day (cost)
  - 2) Equipment
  - 3) Services
  - 4) References/Experience
  - 5) Local / NYS vendor
  - 6) Minority/Women owned business

### SECTION VI

#### FINANCIAL TERMS AND CONDITIONS

- 1) **TERM:** The agreement will be for a term of up to seven years. The agreement can be renewed up to three additional one year terms. RPCIC may terminate the agreement at any time giving the other party thirty (30) days written notification.
- 2) Payments will be made according to the New York State Law.

- 3) STATUS: The Contractor is an independent contractor and may neither hold itself out nor make claim to be an officer, employee or subdivision of the Corporation nor make any claim, demand or application to or for any right based upon any different status.
- 4) CHARGES: The charges for patients per day will be as quoted by the bidder as per attached specifications. The price charged per patient will remain the same during the contract period. Bidder or RPCI may request a price change for a patient rate change during the term based on additional services provided. RPCI will have the final say regarding this issue. Bidder shall provide standard price list for product and services offered as part of the proposal.
- 5) DISPUTES: In regards to deficiencies of work completed or bidder's employees conduct in accordance with RPCI's policies, RPCI will notify the bidder of such instances in writing. The bidder has ten (10) days to respond and provide RPCI with corrective action to be taken. If corrective action is not taken the RPCI has the right to terminate the agreement. A criminal action will be reason for immediate termination of services.
- 6) INSURANCE: Bidder will provide at time of award a certificate of insurance showing that the bidder has procured at their expense the following minimum coverage:

Comprehensive general liability for personal injury & contractual liability of \$1,000,000 minimum of per occurrence. All risk property, replacement value minimum limit of \$1,000,000 per occurrence. Worker's compensation with employer liability minimum limit of \$100,000. Each certificate of insurance issued shall name RPCI as the additional insured and RPCI shall receive notice of any cancellation of policy, change in insurer, or change in coverage.

**A) QUOTATION**

Option 1) Purchase

- |   |          |
|---|----------|
| 1. 137 26" televisions for patient rooms                | \$ _____ |
| 2. 137 pivot mounts                                     | \$ _____ |
| 3. 173 nurse call bells                                 | \$ _____ |
| 4. 6 32" sets/articulating mount                        | \$ _____ |
| 5. Cable, fittings, jumpers, etc.                       | \$ _____ |
| 6. Education system                                     | \$ _____ |
| 7. Addressable billing system                           | \$ _____ |
| 8. Annual expense for service and support of the system | \$ _____ |

Option 1A) Provide pricing utilizing interactive equipment and nurse call bells.

- |   |          |
|---|----------|
| 1. 137 26" televisions for patient rooms                | \$ _____ |
| 2. 137 pivot mounts                                     | \$ _____ |
| 3. 173 nurse call bells                                 | \$ _____ |
| 4. 6 32" sets/articulating mount                        | \$ _____ |
| 5. Cable, fittings, jumpers, etc.                       | \$ _____ |
| 6. Education system                                     | \$ _____ |
| 7. Addressable billing system                           | \$ _____ |
| 8. Annual expense for service and support of the system | \$ _____ |

Option 2) Seven (7) year lease including all service and support based on 18,250 annual patient billable days:

Daily rate \$ \_\_\_\_\_

Option 2A) Provide pricing utilizing interactive equipment.

Daily rate \$ \_\_\_\_\_

Option 3) Two year agreement utilizing existing equipment and adding education system and addressable billing system.

Daily rate \$ \_\_\_\_\_

**B) MESSAGE BOARD SYSTEM QUOTATION**

- 1) Total system cost- \_\_\_\_\_  
2) Annual Service/Support- \_\_\_\_\_

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

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract and which supersede any inconsistent provision in the contract. "ROSWELL PARK" herein refers to either Roswell Park Cancer Institute [ROSWELL PARK] or Health Research, Inc., Roswell Park Division [HRI]. "CONTRACTOR" herein refers to any party other than Roswell Park whether a contractor, licensor, licensee, lessor, lessee or any other party.

1. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the CONTRACTOR or its right,

title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of ROSWELL PARK, and any attempt to assign the contract without ROSWELL PARK's written consent shall be null and void.

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

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

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

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

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

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

8. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to CONTRACTOR for late payment shall be governed by the prompt payment policy

enacted by ROSWELL PARK pursuant to §2880 of the New York State Public Authorities Law.

9. **CONTRACTOR RESPONSIBILITY.** CONTRACTOR shall be responsible for any direct damage caused to ROSWELL PARK, and to indemnify ROSWELL PARK for claims of third parties asserted against ROSWELL PARK, to the extent attributable to or caused by the negligence, willful misconduct, product liability, or breach of contract or warranty of CONTRACTOR. Notwithstanding the foregoing, in no event will Contractor be responsible to RPCI for any indirect, consequential, incidental or punitive damages.

10. **COMPLIANCE.** While on RPCI property, Contractor shall abide by all applicable RPCI rules, regulations, policies and procedures that are posted on RPCI property or otherwise made known to Contractor. Contractor shall comply with all applicable requirements of the Joint Commission on Accreditation of Healthcare Organizations when providing services to RPCI. Contractor shall provide to RPCI the following: proof of current immunizations, verification of credentials (if applicable), copy of current job description and copy of annual employment evaluation.

11. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on procurement contracts of the State and public benefit corporations.

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

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

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

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

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

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



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

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