

# **RFP - HRI EO-2019-01**

Health Research, Inc. (HRI)

## **Request for Proposals**

*Investment Policy Performance Review and Revision*

**Questions Due:** August 9, 2019

**Updates to RFP  
and Questions & Answers Posted:** August 23, 2019

**Proposals Due:** Sept. 6, 2019 by 5:00 PM EST

### **Contact Name & Address:**

Teresa Makarowsky  
Corporate Controller  
Riverview Center  
150 Broadway, Suite 560  
Menands, NY 12204  
Teresa.Makarowsky@healthresearch.org

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## **I. Introduction**

Health Research, Inc (HRI) is issuing this request for proposals (RFP) to identify contractors with relevant experience to complete activities related to: 1) Corporate investment policy review, performance analysis and revision.

### **Component 1: Investment Policy Review and Revision**

HRI seeks proposals to review its investment policy, evaluate performance of current investment holdings against similar vehicles or companies, and, if necessary, to update and/or revise the investment policy and asset allocation to best reflect HRI's risk adverse investment perspective while maximizing returns.

This is a competitive procurement that may result in a fixed price contract.

Proposals that include services other than those specified here will be considered nonresponsive and will not be considered.

### **Background**

Health Research, Inc. (HRI) is a not-for-profit, 501(c) (3) corporation affiliated with the New York State Department of Health (DOH) and the Roswell Park Cancer Institute (RPCI), a leading cancer research center located in Buffalo, New York. HRI's mission is to assist DOH and RPCI to effectively evaluate, solicit, and administer external financial support for DOH and RPCI projects, and to disseminate the benefits of scientific expertise through programs such as technology transfer.

HRI maintains an investment policy and risk adverse investment portfolio. While a significant percentage of the portfolio is in government securities, HRI currently has both passive and active investment managers for its fixed income and equities portions of its portfolio. HRI has two divisions and while both divisions follow the same investment policy, they have separate and distinct portfolios. The Albany Division portfolio is roughly \$86.5 million, while the Roswell Park Division portfolio is roughly \$36 million. HRI maintains its Board approved asset mix for these components. The Corporation is interested in ensuring that there are no tobacco products in both our active and passive investments.

## **II. Who May Apply**

All contractors eligible to do business in New York State are eligible to submit a proposal.

Contractors must demonstrate experience in developing, reviewing, operationalizing, and revising investment policies for risk adverse investors at the organizational level and among key staff.

### **III. Project Narrative**

#### **Expectations of the Project**

##### **Investment Performance Review, Recommendation and Revision**

The selected contractor will review HRI's investment policy and performance, and, if necessary, recommend updates and/or revise the investment policy and asset allocation to best reflect HRI's risk adverse investment perspective to ensure that future investment actions are closely aligned with the investment policy and goals of the Corporation.

There are three deliverables:

- Deliverable 1: Review current performance and investment policy
- Deliverable 2: Make recommendations to improve performance, investment policy and/or asset allocation
- Deliverable 3: Update investment policy and/or asset allocation as necessary

Initiation of activities related to Deliverable 2 and 3 will depend on the results of Deliverable 1. If the review of HRI's current investment performance and policy indicates that the investment policy should be revised, the activities related to Deliverable 2 and 3 will be initiated.

### **IV. Administrative Requirements**

#### **A. Issuing Agency**

This RFP is issued by Health Research, Inc. HRI is responsible for the requirements specified herein and for the evaluation of all proposals.

#### **B. Question and Answer Phase:**

All substantive questions must be submitted in writing to:

Teresa Makarowsky  
Corporate Controlller  
Health Research, Inc.  
Riverview Center  
150 Broadway, Suite 560  
Menands, NY 12204  
Fax: (518) 431-1234

Email address: [Teresa.Makarowsky@healthresearch.org](mailto:Teresa.Makarowsky@healthresearch.org)

To the degree possible, each inquiry should cite the RFP section and paragraph to which it refers. Written questions must be received by ether mail or email by 5:00 PM on Friday, August 9, 2019.

Prospective contractors should note that all clarification and exceptions, including those related to the terms and conditions of the contract are to be raised prior to the submission of a proposal.

This RFP has been posted on HRI's public website at:  
<http://www.healthresearch.org/funding-opportunities>.

Questions and answers, as well as any updates and/or modifications, will also be posted on HRI's website.

### **C. Bidder's Conference and Letter of Interest**

No Bidder's Conference will be conducted.

No Letters of Interest will be accepted as a part of the application process.

### **D. How to file an proposal**

Proposals must be **received** at the following address by Friday, September 6, 2019 at 5:00 PM EST. Late proposals will not be accepted.

Teresa Makarowsky  
Corporate Controller  
Riverview Center  
150 Broadway  
Suite 560  
Menands, NY 12204

Bidders shall submit one original, signed proposal and 3 copies. Proposal packages should be clearly labeled with the name and number of the RFP as listed on the cover of this RFP document.

### **E. HEALTH RESEARCH, INC. RESERVES THE RIGHT TO**

1. Reject any or all applications received in response to this RFP.
2. Withdraw the RFP at any time, at HRI's sole discretion.
3. Make an award under the RFP in whole or in part.
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
5. Seek clarifications and revisions of applications.

6. Prior to application opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
7. Prior to application opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
8. Change any of the scheduled dates.
9. Waive any requirements that are not material.
10. Award more than one contract resulting from this RFP.
11. Conduct contract negotiations with the next responsible bidder, should HRI be unsuccessful in negotiating with the selected bidder.
12. Utilize any and all ideas submitted with the applications received.
13. Unless otherwise specified in the RFP, every offer is firm and not revocable for a period of 60 days from the bid opening.
14. Waive or modify minor irregularities in applications received after prior notification to the bidder.
15. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFP.
16. Negotiate with successful bidders within the scope of the RFP in the best interests of HRI.
17. Eliminate any mandatory, non-material specifications that cannot be complied with by all bidders.
18. Award grants based on geographic or regional considerations to serve the best interests of HRI.

**F. Term of Contract**

Any contract resulting from this RFP will be effective only upon approval by Health Research, Inc.

**G. Payment & Reporting Requirements**

1. The contractor shall submit invoices upon completion of each deliverable:

Teresa Makarowsky  
Corporate Controller  
Health Research, Inc.  
Riverview Center  
150 Broadway, Ste. 560  
Menands, NY 12204

## **H. General Specifications**

1. By signing the "Proposal Form" each bidder attests to its express authority to sign on behalf of the bidder.
2. Contractor will possess, at no cost to HRI, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of a proposal indicates the bidder's acceptance of all conditions and terms contained in this RFP. If this bidder does not accept a certain condition or term, this must be clearly noted in a cover letter to the proposal.
4. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Bidder shall be at all times subject to the direction and control of HRI as to all matters arising in connection with or relating to the contract resulting from this RFP.
  - b. In the event that the Bidder, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFP, HRI shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Bidder.
6. Bidder must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

## I. HRI Boilerplate Agreement

Selected contractor will be expected to sign the below Agreement.

**THIS AGREEMENT**, made as of «Start\_Date» (the "Effective Date"), by and between **HEALTH RESEARCH, INC.**, a not for profit corporation organized and existing under the laws of the State of New York, with principal offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as **HRI**, and «CONSULTANT\_NAME», located at «Address\_One», «Address\_Two»«City», «STATE», «Zip», herein after referred to as the **CONSULTANT**.

WITNESSETH

**WHEREAS**, HRI desires the Consultant's performance of certain services for HRI in connection with such project; and,

**WHEREAS**, Consultant has represented to HRI that "he/she/it" is competent, willing and able to perform such services for HRI.

**NOW THEREFORE**, in consideration of the promises, mutual covenants, and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

1. Consultant agrees to perform, as an independent contractor and not as an employee or agent of HRI, all the services set forth in Exhibit "A", appended hereto and made a part hereof, to the satisfaction of HRI's Principal Investigator, «PI\_Name».
2. The Agreement shall be effective and allowable costs may be incurred by the Consultant from the Effective Date and shall continue until «End\_Date» (the "Term") unless terminated sooner as hereinafter provided or extended by written agreement of the parties.
3. In full and complete consideration of Consultant's performance hereunder, HRI agrees to compensate Consultant pursuant to the breakdown in Exhibit "A" attached. Final invoices are due within 60 days of the termination date of this Agreement. Requests received after this 60-day period may not be honored. Any reimbursement payable hereunder by HRI to the Consultant shall be subject to retroactive reductions and/or repayment for amounts included therein which are identified by HRI, on the basis of any review or audit, to not constitute an allowable cost or charge hereunder.
4. The Scope of Work and Budget in Exhibit "A" may be modified as conditions warrant by mutual agreement between HRI and Consultant, and confirmed in writing. In no event shall the total consideration under this Agreement exceed «Total Contract Amount Typed Out» Dollars (\$«Total\_Contract\_Amt\_In\_Numbers»).
5. Consultant acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials, (collectively "Works") made, produced or delivered by Consultant in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire." Consultant will assign, and hereby assigns and transfers, to HRI all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. Consultant further agrees that "he/she/it" shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by Consultant in the performance of its obligation hereunder. Consultant warrants that all Works shall be original except for such portion from copyrighted works as may be included with Consultant's advance permission of the copyright owner(s) thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark or patent, statutory or other proprietary rights of others. Consultant further agrees that "he/she/it" will not publish, permit to be published, or distribute for public consumption, any information, oral or written,

concerning the results or conclusions made pursuant to this Agreement without the prior written consent of HRI.

6. Neither party shall use the name of the other or any adaptation, abbreviation or derivative of any of them, whether oral or written, without the prior written permission of the other party.
7. It is understood and agreed that the services to be rendered by Consultant are unique and that Consultant shall not assign, transfer, subcontract or otherwise dispose of its rights or duties hereunder, in whole or in part, to any other person, firm or corporation, without the advance written consent of HRI.
8. The nature of the relationship which the Consultant shall have to HRI pursuant to this Agreement shall be that of an independent contractor. Under no circumstance shall the Consultant be considered an employee or agent of HRI. This Agreement shall not be construed to contain any authority, either express or implied, enabling the Consultant to incur any expense or perform any act on behalf of HRI.
9. Consultant is solely responsible for complying with all applicable laws and obtaining, at Consultant's sole expense, any and all licenses, permits, or authorizations necessary to perform services hereunder. Without limiting the generality of the foregoing, Consultant acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, Consultant agrees that neither it nor its authorized subcontractors, if any, 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. Consultant is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation. Consultant further agrees to the related terms and conditions set forth in Appendix A.
10. This Agreement shall be void and no force and effect unless Consultant shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of Workers' Compensation Law.
11. Unless otherwise agreed by HRI, Consultant shall maintain, or cause to be maintained, during the Term of this Agreement, insurance or self-insurance equivalents of the following types and amounts: a) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate; b) HRI and the People of the State of New York shall be included as Additional Insureds on the Consultant's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Consultant. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds; c) other such insurance as may be specified by HRI, depending on the project and services provided by Consultant.
12. Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter. HRI shall have reasonable access to such records as necessary for the purposes of inspection, audit, and copying. Records shall be maintained as Confidential Information and protected from public disclosure.
13. This Agreement, including all applicable attachments and appendices thereto, represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or

representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

14. HRI may terminate this Agreement with or without cause at any time by giving advance notice, when, in its sole discretion, HRI determines that it is in the best interests of HRI to do so. Such termination shall not affect any commitments which, in the judgment of HRI, have become legally binding prior to the effective date of termination. Upon termination of the Agreement by either party for any reason, Consultant shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination. It is understood and agreed, however, that in the event that Consultant is in default upon any of its obligations hereunder at the time of such termination, such right of termination on the part of HRI shall expressly be in addition to any other rights or remedies which HRI may have against Consultant by reason of such default.
15. Consultant acknowledges and agrees that, during the course of performing services for HRI, it may receive information of a confidential nature, whether marked or unmarked ("Confidential Information"). Consultant agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Consultant will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Consultant will not disclose Confidential Information to any third party without HRI's advance written consent.
16. Consultant represents and warrants that: a) it has the full right and authority to enter into and perform under this Agreement; b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices; c) the services, work products, and deliverables provided by Consultant will conform to the specifications in Exhibit A; d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.
17. Consultant shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Consultant's duties under this Agreement. In the event any actual or potential conflict arises, Consultant agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Consultant's performance under this Agreement.
18. Consultant agrees to defend, indemnify and hold HRI, its agents and employees, harmless from any losses, claims, damages, expenses, and liabilities (including reasonable attorneys' fees arising out of: (i) any act or omission by Consultant in connection with the performance of services constituting negligence, willful misconduct, or fraud; (ii) the breach of the confidentiality obligations set forth herein; (iii) any claim for compensation or payment asserted by any employee or agent of Consultant; (iv) Consultant's failure to carry out Consultant's responsibilities under this Agreement; (v) any intellectual property infringement or misappropriation by Consultant in connection with the services provided under this Agreement.
19. Should any provision of this Agreement be proven to be invalid or legally ineffective, the overall validity of this Agreement shall not be affected. Unless the parties agree on an amended provision, the invalid provision shall be deemed to be replaced by a valid provision accomplishing as far as possible the purpose and intent of the parties at the date of the Agreement.
20. The failure of HRI to assert a right hereunder or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right of HRI, or other rights of HRI under the Agreement, or excuse a subsequent failure to perform any such term or condition by Consultant.
21. This Agreement shall be governed and construed in accordance with the laws of the State of New York. The jurisdictional venue for any legal proceedings involving this Agreement shall be in the State of New York. Disputes involving this Agreement may not be submitted to binding arbitration.

22. In addition to the methods of process allowed by the State Civil Practice Law & Rules (CPLR), in any litigation arising under or with respect to this Agreement, Consultant hereby consents to the service of process upon it by registered or certified mail, return receipt requested, and will promptly notify HRI in writing in the event there is any change of address to which service of process can be made.
23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof, including the provisions required for federally funded projects, if applicable.

**HEALTH RESEARCH, INC.  
APPENDIX A to AGREEMENT WITH ENTITY**

The parties to the attached Agreement further agree to be bound by the following terms, which are hereby made a part of said Agreement:

1. During the performance of the Agreement, the Consultant agrees as follows:
  - (a) Equal Opportunity and Non-Discrimination - Consultant acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination or civil rights provisions, including but not limited to the American Disabilities Act, that Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by state and federal law. Furthermore, Consultant agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 Agreement. Consultant is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Consultant is subject to fines of \$50.00 per person per day for any violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.
  - (b) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires**

**affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

- (c) System for Award Management (SAM) - Consultant is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. **Consultant** must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

2. Assurances Required by DHHS--HHS (Where Applicable)

(a) Human Subjects, Derived Materials or Data

The Consultant and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Consultant is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Consultant. The Consultant and HRI agree to complete a HHS 596 form on an annual basis.

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Consultant must establish and implement policies that provide for the safe conduct of the research in full conformity with the Guidelines. This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by the Consultant and to approve those projects that are in conformity with the Guidelines. For each approved project, a valid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate HHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(b) Promoting Objectivity in Research

Neither Consultant nor anyone working on its behalf shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity that may create a conflict, or the appearance of a conflict, with the proper discharge of Consultant's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Consultant agrees (i) to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict, and, (ii) if required, eliminate the conflict or put in place an acceptable conflict management plan. Consultant agrees to comply with the DHHS/HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Part 50 Subpart F, as may be amended from time to time. Failure to disclose conflicts or provide information related thereto to HRI may be cause for termination of the Agreement

(c) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

3. Whistleblower Policy - Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts. This program requires all grantees, sub-grantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or sub-grantee.

The statute (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or sub-grantee who has the responsibility to investigate, discover or address misconduct.

The Consultant shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Consultant agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

## **V. Completing the Proposal**

### **A. Proposal Content**

Respond to the questions and instructions below using the same headings and numbering. Please use single-spaced, Time New Roman, 12-pt font.

#### **A. Project Summary**

1. At the top of the page include your organization’s name and website (if applicable) and the contact person’s name, address, telephone number, and email.
2. Briefly describe your organization in 1-2 paragraphs.

## **B. Organizational Information and Experience**

1. Briefly describe your organization.
2. Describe your organization's experience as follows:
  - Describes your organization's experience developing, reviewing, operationalizing, and revising investment policies for risk adverse investors.

## **C. Activities**

1. Create a work plan that includes the activities, staff responsible, and timeframe, for the following deliverables:
  - Deliverable 1: Review current performance and investment policy.
  - Deliverable 2: Make recommendations to improve performance, investment policy and/or asset allocation
  - Deliverable 3: Update investment policy and/or asset allocation as necessary

## **D. Key Staff**

1. Identify key staff who will be assigned to this project. For each staff member provide his or her name, title, credentials, and a description of his or her relevant experience.

## **E. References**

1. Submit relevant references who are able to be contacted immediately. For each reference include the organization's name and contact person's name, address, telephone number, and email.

## **F. Budget**

1. Submit an itemized budget and justification for each activity that supports the deliverables, below:
  - Deliverable 1: Review current performance and investment policy
  - Deliverable 2: Make recommendations to improve performance, investment policy and/or asset allocation
  - Deliverable 3: Update investment policy and/or asset allocation as necessary

An itemized budget and justification must be presented separately for each activity and should match the activities listed in the work plan created in response to C. Activities. List the total cost for each deliverable.

## **B. Review Process**

Proposals meeting the guidelines set forth above will be reviewed and evaluated competitively by the HRI and outside experts. Proposals will be reviewed using an objective grading rubric

developed by HRI in conjunction with outside experts.

Proposals will be evaluated on the following criteria:

- Responsiveness to the RFP
- Organizational experience
- Proposed activities
- Proposed timeframes
- Proposed budget
- Key staff credentials, experience, and expertise
- Information provided by references

The review process will include a request for additional information within 30 days after the application due date. Requests for additional information will be specific; the contractor may not use the request for additional information to submit unrequested materials to supplement the proposal. Additional information will be evaluated by HRI and outside experts in conjunction with the contractor's proposal.