

## **RFP 2011-HRI EO - 02**

Health Research, Inc. (HRI)

### **Request for Proposals**

*Budgeting/Forecasting Software Selection  
and  
Provision of Software and Related Services*

**Proposals Due: Friday, December 30, 2011 by 5:00 pm**

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

Cheryl Mattox  
Director of Corporate Finance  
Riverview Center  
150 Broadway  
Suite 560  
Menands, NY 12204  
[cam11@healthresearch.org](mailto:cam11@healthresearch.org)

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## **I. Introduction**

Health Research, Inc (HRI) has issued this request for proposals (RFP) to identify contractors with relevant experience to complete activities related to two components: 1) assisting with the selection of budgeting/forecasting software and 2) providing budgeting/forecasting software and related services.

### **Software requirements**

The software will be used for monitoring and forecasting budgets to actual expenditures for overhead accounts and well as grants and contracts. In addition, it will be used to monitor and forecast expenses, revenue, and personnel resources in multiple accounts/contracts nested within several levels. The software must be able to run salary projections with future data salary adjustments within varying budget periods. The software must allow for multiple, simultaneous users and have the ability to generate predesigned account and aggregate reports and financial statements at each level and at designated values of several other variables. It must also support single sign on through LDAP. The software must be able to interface with HRI's business system through flat file or XML file transfer.

### **Component 1: Selecting Software**

HRI seeks proposals to provide assistance in evaluating, selecting and implementing budgeting/forecasting software that will best meet HRI needs.

### **Component 2: Providing Software and Related Services**

HRI seeks to purchase budgeting/forecasting software and related services. Initially, HRI expects 1-5 concurrent users. The contractor will also provide user training and 'Help Desk' assistance, as well as develop initial reports.

This is a competitive procurement, which may result in one or more deliverable based contracts.

Contractors may submit proposals that respond to one or both components (i.e. Component 1 only, Component 2 only, or Components 1 and 2). If a contractor submits a proposals for both Component 1 and Component 2, receiving a contract to execute one component does not guarantee the reception of a contract to execute the other component.

HRI may elect to proceed with Component 2 without completing Component 1.

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 manages many grants and contracts for DOH and RPCI and appropriately uses the allocated indirect funds for various costs. Currently, HRI downloads data from the business system to Excel spreadsheets and must manipulate the data in an attempt to analyze. Once the data is prepared, results are manually entered into additional Excel spreadsheets for reporting purposes. Multiple files must be generated in order to run what if scenarios.

## **II. Who May Apply**

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

**For Component 1**, contractors must demonstrate experience providing assistance in evaluating, selecting and implementing budgeting/forecasting software at the organizational level and among key staff.

**For Component 2**, contractors must demonstrate experience in providing budgeting/forecasting software and related services at the organizational level and among key staff.

## **III. Project Narrative**

### **Expectations of the Project**

#### **Software requirements**

Regarding the software mentioned in Component 1 and Component 2:

The software will be used for monitoring and forecasting budgets to actual expenditures for overhead accounts and well as grants and contracts. In addition, it will be used to monitor and forecast expenses, revenue, and personnel resources in multiple accounts/contracts nested within several levels. The software must be able to run salary projections with future data salary adjustments within varying budget periods. The software must allow for multiple, simultaneous users and have the ability to generate predesigned account and aggregate reports and financial statements at each level and at designated values of several other variables. It must also support single sign on through LDAP. The software must be able to interface with HRI's business system through flat file or XML file transfer.

#### **Component 1: Selecting Software**

The selected contractor will provide assistance in evaluating, selecting and implementing budgeting/forecasting software that will best meet HRI needs.

There are three deliverables:

- Deliverable 1: Needs Analysis.
- Deliverable 2: Review and recommendation of products.
- Deliverable 3: Software is implemented and functioning, and staff is trained and operating self-sufficiently.

HRI may elect to proceed with Component 2 without completing Component 1.

### **Component 2: Providing Software and Related Services**

HRI will purchase budgeting/forecasting software and related services from the selected contractor. Initially, HRI expects 1-5 concurrent users. The contractor will also provide user training and 'Help Desk' assistance, as well as develop report templates.

There are four deliverables:

- Deliverable 1: Software and licenses delivered and installed at HRI for 1-5 concurrent users.
- Deliverable 2: Data transfer mechanisms are defined and functioning.
- Deliverable 3: Users are trained.
- Deliverable 4: Establish initial reports.

HRI may elect to contract for all, some, or none of the deliverables in Component 2.

## **IV. Administrative Requirements**

### **A. Issuing Agency**

This RFP is issued by Health Research; Inc. HRI is responsible for the requirements specified herein.

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

All substantive questions must be submitted in writing to:

Cheryl Mattox  
Director of Corporate Finance  
Health Research, Inc.  
Riverview Center  
150 Broadway, Suite 560  
Menands, NY 12204  
Fax: (518) 431-1234  
Email address: [cam11@healthresearch.org](mailto:cam11@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 P.M. on Thursday, December 15, 2011.

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. Applicant Conference and Letter of Interest**

No Applicant Conference will be conducted.

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

**D. How to file an proposal**

Proposals must be **received** at the following address by Friday, December 30, 2011 at 5:00 P.M. Late proposals will not be accepted.

Cheryl Mattox  
Director of Corporate Finance  
Riverview Center  
150 Broadway  
Suite 560  
Menands, NY 12204

Applicants shall submit one original, signed proposal and five (5) 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 applicant 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 applicants 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 applicant, should HRI be unsuccessful in negotiating with the selected applicant.
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 applicant.
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 proposal and/or to determine an offerer's compliance with the requirements of the RFP.
16. Negotiate with successful applicants 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 applicants.
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 to:

Cheryl Mattox  
Director of Corporate Finance

Health Research, Inc.  
Riverview Center  
150 Broadway, Ste. 560  
Menands, NY 12204

## **H. General Specifications**

1. By signing the "Proposal Form" each applicant attests to its express authority to sign on behalf of the applicant.
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 applicant's acceptance of all conditions and terms contained in this RFP. If this applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the proposal.
4. An applicant may be disqualified from receiving awards if such applicant 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.

## **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 has been awarded a grant from «Sponsor\_Name» for the conduct of a project entitled "«Project\_Title»"; and,

**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 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, or as directed by the project sponsor. 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.

#### **APPENDIX A to CONSULTANT AGREEMENT**

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) The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- (b) If directed to do so by the Commissioner of Human Rights, the Consultant will send to each labor union or representative of workers within which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Consultant's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Consultant was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the Consultant shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnishes such a statement, the Consultant shall promptly notify the State Commissioner of Human Rights of such failure or refusal.
- (c) If directed to do so by the Commissioner of Human Rights, the Consultant will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of Clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- (d) The Consultant will state, in all solicitations or advertisement for employees placed by or on behalf of the Consultant, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.
- (e) The Consultant will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such actions of the Executive Law, and will permit access to the Consultant's books, records, and accounts by the State Commissioner of Human Rights, the Attorney General, and the Industrial Commissioner for the purposes of investigation to ascertain

compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- (f) This Agreement may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Consultant has not complied with these non-discrimination clauses, and the Consultant may be declared ineligible for future agreements made by or on behalf of HRI, the State or a public authority or agency of the State, until the Consultant satisfies the State Commissioner of Human Rights that the Consultant has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been afforded to the Consultant, and an opportunity has been afforded to the Consultant to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) The Consultant will include the provisions of clause (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Consultant will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the Consultant becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the Consultant shall promptly notify HRI.

## 2. Assurances Required by DHHS--PHS (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.

(b) Laboratory Animals

The Consultant agrees to abide by PHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Consultant must assure PHS, in writing, that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled "Principles for Use of Animals" and "Guide for the Care and Use of Laboratory Animals."

(c) Recombinant DNA

The Consultant agrees to abide by the current PHS Guidelines for Research involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

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 PHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(d) Promoting Objectivity in Research

Consultant agrees to comply with the DHHS/PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.

(e) Other DHHS-PHS Regulations

The Consultant agrees to comply with applicable DHHS regulations concerning Civil Rights and Equal Opportunity, Student Unrest Provisions, Handicapped Individuals and Sex Discrimination.

(f) Additional Assurances

Under this grant, should any additional DHHS-PHS regulations be promulgated, the Consultant and HRI will review and agree, if feasible, to include them as part of this Agreement

## **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.

Component-specific questions are clearly identified.

- If you are applying for Component 1 ONLY, please respond to questions identified in the Component 1 ONLY sections.
- If you are applying for Component 2 ONLY, please respond to questions identified in the Component 2 ONLY sections.
- If you are applying for both Component 1 and Component 2, please respond to ALL questions and instructions. Be sure to label your Component 1 vs. Component 2 responses appropriately.

#### **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.
3. Identify the components (i.e., 1, 2 or both) for which you are applying.
4. Describe the activities as follows:
  - a. **For Component 1 ONLY:**
    - List activities, associated timeframes.
  - b. **For Component 2 ONLY:**
    - List activities, associated timeframes for each deliverable.

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

1. Describe your organization's experience as follows:
  - a. **For Component 1 ONLY:**
    - Describes your organization's experience providing assistance in evaluating, selecting and implementing budgeting/forecasting software.
  - b. **For Component 2 ONLY:**
    - Describe your organization's experience in providing budgeting/forecasting software and related services.

### **C. Activities**

1. Create a work plan that includes the activities, staff responsible, and timeframe, for the following deliverables:
  - a. **For Component 1 ONLY:**
    - Deliverable 1: Needs Analysis.
    - Deliverable 2: Review and recommendation of products.
    - Deliverable 3: Software is implemented and functioning, and staff is trained and operating self-sufficiently.
  - b. **For Component 2 ONLY:**
    - Deliverable 1: Software and licenses delivered and installed at HRI for 1-5 concurrent users.
    - Deliverable 2: Data transfer mechanisms are defined and functioning.
    - Deliverable 3: Users are trained.
    - Deliverable 4: Establish initial reports.

### **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.

If you are applying for both Component 1 and 2, identify which staff will be assigned to the Component 1 project and which staff will be assigned to the Component 2 project. Assigning a staff member to both projects is permissible.

### **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:
2. Software budgets must include hardware and any third party software requirements and cost:
  - a. **For Component 1 ONLY:**
    - Deliverable 1: Needs Analysis.
    - Deliverable 2: Review and recommendation of products.
    - Deliverable 3: Software is implemented and functioning, and staff are trained and operating self-sufficiently.
  - b. **For Component 2 ONLY:**
    - Deliverable 1: Software and licenses delivered and installed at HRI for 1-5 concurrent users. Include costs for adding additional users.
    - Deliverable 2: Data transfer mechanisms are defined and functioning.
    - Deliverable 3: Users are trained.
    - Deliverable 4: Establish initial reports.

An itemized budget and justification must be presented separately for each activity and should match the activities listed in the work plan and 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/or 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 may include a request for additional information within 30 days of the proposal 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/or outside experts in conjunction with the contractor's proposal.