REQUEST FOR PROPOSAL (RFP)

Number: HMD-2018-01

EVALUATE AND DOCUMENT PEPFAR’S INVESTMENTS IN HUMAN RESOURCES FOR HEALTH (HRH) IN RWANDA

ISSUANCE DATE: July 23, 2018

CLOSING DATE: August 27, 2018

The National Academy of Sciences ("NAS") is issuing this Request for Proposal to qualified organizations to assist in the evaluation design and implementation of the PEPFAR’s investments in Human Resources for Health (HRH) in Rwanda, including the supervision, and execution of data requests, compilation, reading/translation, entry, mapping, quality assessments, and data analysis and management for useable datasets from US agencies, multilateral agencies, The President’s Emergency Plan For AIDS Relief ("PEPFAR") country team, national program or agencies, and in-country programs supported by PEPFAR. (Expected release date is on or about September 5, 2018).
Any proposal submitted must be presented in accordance with this RFP and be submitted via email to Dorothy Yee, at dyee@nas.edu in Microsoft Word or Adobe PDF format.

Issuance of this RFP does not constitute an award commitment by NAS nor does it obligate NAS to pay for costs incurred in the preparation and submission of proposals. Any award resulting from this RFP shall be construed under the laws of the District of Columbia.

Offerors should retain for their records one copy of any and all enclosures that accompany their proposal and agree to hold the prices in its offer firm for ninety (90) calendar days from the closing date.

Any questions concerning this RFP must be submitted in writing to Dorothy Yee at dyee@nas.edu.

Sincerely,

Kevin Hale
Director, Procurement Services
& Subaward Administration
OVERVIEW

About the National Academy of Sciences

For more than 140 years, the National Academy of Sciences ("NAS") has been advising the nation on issues of science, technology, and medicine. The 1863 Congressional charter signed by President Lincoln authorized this non-governmental institution to honor top scientists with membership and to serve the nation whenever called upon. The National Academy of Engineering (NAE) and the National Academy of Medicine (NAM, formerly the Institute of Medicine) -- were founded under NAS' charter in 1964 and 1970, respectively. The three Academies work together under NAS to provide independent, objective analysis and advice to the nation and conduct other activities to solve complex problems and inform public policy decisions. NAS also encourage education and research, recognize outstanding contributions to knowledge, and increase public understanding in matters of science, engineering, and medicine. NAS' service to government has become so essential that Congress and the White House have issued legislation and executive orders over the years that reaffirm its unique role.

NAS' committees are comprised of the nation’s top scientists, doctors, engineers and other experts, all of whom volunteer significant hours of their time to study specific concerns. Notably, NAS has implemented vetting protocols for the selection of its members that are unmatched. Nominees for membership in committees at NAS are subjected to highly rigorous procedures for appointment that carefully consider a nominee’s contributions to fields of scientific inquiry. These individuals are identified only after a comprehensive assessment of many prominent experts, consultation with other entities of NAS, and final approval by the President of the National Academy of Sciences. This vetting and approval process ensures the selection of only the most qualified scientists and other experts who represent a broad range of views and who, as a group, represent the spectrum of scientific thought in a subject area.

NAS produces 200–300 authoritative reports each year. The credibility of NAS' standing and consensus committees, reports, and other activities are maximized by the recognized impartiality of the institution, which manufactures no product, possesses no funds to disperse, has no power of decision over the scientific establishment, and enjoys no executive or regulatory authority. Thus, there is no vested interest in the outcome of deliberations and the independent advice is of unparalleled objectivity. Finally, for those NAS' activities that involve sharply divergent and well-fixed points of view, NAS has repeatedly been able to bring together about its conference tables assemblages of persons who have been conspicuously reluctant to address mutual issues, in an atmosphere of comparative calm.
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This RFP consists of a cover letter and the following sections:

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SECTION I

INSTRUCTIONS AND CONDITIONS

DEFINITIONS

Discussions are negotiations that occur after establishment of the competitive range that may, at the NAS Procurement Director's discretion, result in an Offeror being allowed to revise its proposal.

In Writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change to a proposal made after the RFP closing date, at the request of or allowed by the NAS Procurement Director as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days and will include Saturdays, Sundays, and Federal holidays.

RFP AMENDMENTS

If this RFP is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).

SUBMISSION, MODIFICATION, REVISION AND WITHDRAWAL OF PROPOSALS

(1) Proposals and modifications to proposals shall be submitted electronically to Dorothy Yee at dveye@nas.edu and the text of the message should indicate the name and address of the Offeror and RFP Number: HMD-2018-01.

(2) The first page of the proposal must show—

- The RFP number;
- The name, address, email address, telephone and facsimile numbers of the Offeror;
- A statement specifying Offeror’s agreement with all terms, conditions, and provisions included in this RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- Name, titles, email addresses, telephone of individual(s) authorized to sign the proposal.

The proposal submitted in response to this RFP shall be in English and in U.S. dollars.

Unless otherwise specified in this RFP, the Offeror must quote to provide all items.
Proposals may be withdrawn by the Offeror at any time before an award, if any, provided the Offeror provides such notice in writing to KHale@nas.edu. Withdrawals are effective upon receipt of notice by the NAS Procurement Director.

If an emergency or unanticipated event interrupts normal NAS processes so that proposals cannot be received by the individual designated for receipt of proposals no later than the time specified in this RFP, and urgent NAS requirements preclude amendment of this RFP or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in this RFP on the first work day on which normal NAS business resumes.

**LATE PROPOSALS AND REVISIONS**

Any proposal received by NAS after the exact time specified for receipt of offers will not be considered unless it is received before award is made and—

(1) there is acceptable evidence to establish that it was received at the activity designated for receipt of quotes and was under NAS’ control prior to the time set for receipt of proposals, and the NAS Procurement Director determines that accepting the late proposal would not unduly delay the procurement; or

(2) it is the only proposal received.

A late modification or a revision of an otherwise successful proposal that makes its terms more favorable to NAS will be considered at any time it is received and may be accepted.

Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake, at any time before award.

**RESTRICTION ON DISCLOSURE AND USE OF DATA**

Any information contained in the proposal that the Offeror does not want disclosed to the public for any purpose or used by NAS except for evaluation purposes shall:

(1) Mark the title page with the following legend: “This proposal includes data that shall not be disclosed outside NAS and shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate this proposal. If however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, NAS shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAS’ right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in pages [insert numbers or other identification of pages].”
(2) Mark each page of data it wishes to restrict with the following legend: “Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal.”

**CONTRACT AWARD**

NAS is the sole legal entity of all of its affiliated organizations. As such, NAS intends to award a contract or contracts resulting from this RFP to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and sub-factors in this RFP. In any event, the decision as to whether a contract is or is not awarded is at the sole discretion of NAS.

NAS reserves the right to make multiple awards if, after considering the additional administrative costs, it is in its best interest to do so.

NAS may reject any or all proposals if such action is in its interest.

NAS may waive informalities and minor irregularities in proposals received.

NAS may evaluate proposals and award a contract after conducting discussions with Offerors whose proposals have been determined to be in the competitive range and who has submitted their best and final offer.

NAS may also award a contract without further discussions with Offerors. Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a cost or price and technical standpoint.

NAS reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered.

Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by NAS.

NAS may determine that a proposal is unacceptable if the prices quoted are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the NAS Procurement Director determines that the lack of balance poses an unacceptable risk to NAS.
EVALUATION CRITERIA

Information relevant to these criteria may be presented within the normal format of the proposal in response to this RFP. The criteria will be uniformly applied in the evaluation of the proposals:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Adherence to RFP instructions</td>
<td>10%</td>
</tr>
<tr>
<td>Project understanding, methodology, organization and management approach and ability to be flexible</td>
<td>50%</td>
</tr>
<tr>
<td>Past performance and related work</td>
<td>20%</td>
</tr>
<tr>
<td>Cost and pricing</td>
<td>20%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Small business preference (bonus points)</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Total with bonus points</strong></td>
<td>105%</td>
</tr>
</tbody>
</table>

RECEIPT OF PROPOSALS

All proposals must remain available for acceptance by NAS for a minimum of ninety (90) days, unless the Offeror proposes an extended period.

COVER LETTER

All proposals must have a cover letter signed by an authorized representative. The cover letter must contain a statement specifying the extent of agreement with all terms, conditions, and provisions included in this RFP and agreement to furnish any or all items upon which prices are offered.

RFP SCHEDULE

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<table>
<thead>
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<tbody>
<tr>
<td>Issue Date</td>
<td>July 23, 2018</td>
</tr>
<tr>
<td>Questions Due*</td>
<td>August 6, 2018</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>August 13, 2018</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>August 27, 2018</td>
</tr>
<tr>
<td>Contract Award</td>
<td>September 5, 2018</td>
</tr>
</tbody>
</table>

*Offerors should notify NAS in writing if they intend to submit a proposal
TYPE OF AWARD

NAS anticipates a time and materials contract resulting from this RFP.

PERIOD OF PERFORMANCE

The anticipated period of performance under any contract awarded as a result of this RFP is September, 2018 through January, 2020.

PROPOSAL / BUDGET GUIDELINES

(1) The price you quote should be inclusive,

(2) Include a timeframe for completion. In addition, timeframes will be part of the contractual agreement; therefore, a realistic timeframe for completion is requested.

(3) Process to include input from all program areas. Please state how you intend to communicate with the NAS to gather all of the required information.

(4) If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

(5) If the execution of work to be performed by your company requires the hiring of subcontractors you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined.

(6) NAS will not refuse a proposal based upon the use of sub-contractors; however we retain the right to refuse the subcontractors you have selected. Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

(7) NAS, will negotiate contract terms upon selection and a project will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget and other necessary items.

REQUIREMENT FOR PAST PERFORMANCE REFERENCES

(1) Provide a summary of Offeror’s past experiences that are relevant to this task and descriptions of the skills and experience of key personnel who will have responsibilities for the project. Include curricula vitae.

(2) Provide current reference information for three former or current clients.

(3) What type of team will be assigned to this project? What will each person’s role be?
(4) Briefly describe your firm’s project management process. Do you have an internal process you’ve developed?

(5) Discuss any partnerships you propose.

SECTION II

Scope of Work

Background:

A committee ("Committee") appointed by the National Academy of Sciences ("NAS") has been tasked by the Centers for Disease Control and Prevention (CDC) to evaluate and document The President’s Emergency Plan For AIDS Relief PEPFAR’s ("PEPFAR") investments in human resources for health (HRH) in Rwanda. The purpose of the evaluation is to understand the impact of PEPFAR funding for HRH on the productivity, capacity, and performance of Rwanda’s national HIV/AIDS program including its health workforce capacity and deployment. This evaluation will document the results of PEPFAR investments in HRH and effects from those investments on HIV/AIDS, identify outstanding gaps, and provide recommendations to support a sustainable, integrated, and country-led HIV/AIDS program in Rwanda.

The Committee will develop an evaluation plan to achieve the following outcomes by the end of the period of performance:

- Describe PEPFAR investments in HRH in Rwanda from 2009 to the present.

- Describe the cost, geographic and site distribution, utilization, and workload of PEPFAR-funded and other HRH activities in Rwanda in the areas of HIV clinical services, laboratory, prevention, strategic information, and health system strengthening, in relation to programmatic priorities, outputs and outcomes of HIV prevention, care, and treatment programs from 2009 to present.

- Determine any change in morbidity and mortality outcomes for HIV positive patients in Rwanda comparing the time before HRH implementation (2006-2011) to during and after implementation of the HRH program (2012-2017).
  - This outcome may include knowledge of how HRH contributions contributed to:
    - Improving quality of care and treatment of HIV, HIV co-morbidities, and chronic diseases
    - Increasing ART coverage
    - Increasing disease monitoring, TB screening, and CD4 and viral load (VL) testing
    - Improved accuracy of HIV laboratory diagnostics and HIV-screening for blood safety
o Determine availability over time of evaluation data for data-driven decision-making. This outcome will increase the knowledge of how HRH contributions may have improved the availability, reliability and accuracy of HIV data.

NAS seeks to outsource the implementation of a multiple methods evaluation plan that includes performing quantitative analysis and interpretation of secondary data and, as needed, collection, analysis, and interpretation of qualitative data. Committee and study staff are interested in developing and maintaining a close, collaborative relationship with the Contractor ("Contractor") in relation to all tasks associated with this contract, which will require effective and consistent communication and on-going assessment of the tasks set within this scope of work.

Scope of Work:

Contractor will assist in the design, supervision, and execution of data requests, compilation, reading/translation, entry, mapping, quality assessments, and data management for useable datasets from US agencies, multilateral agencies, PEPFAR country team, national program or agencies, and in-country programs supported by PEPFAR. Qualitative methods may also be implemented to provide the committee critical information about the context in which policies and interventions were introduced, shed light on discrepancies shown with the quantitative analysis as well as allow the committee to address evaluation questions where quantitative data is limited, unavailable, or insufficient to address the question. Contractor will perform analyses as requested by the committee using specific primary and secondary data, files, and datasets; determine and provide cyber security of data requested, collected, compiled, and analyzed for the project; draft written sections of the report that describe the methodology of the study and its findings; and provide expertise as needed during NAS peer report review. Contractor employees also agree to abide by the confidentiality requirements of the NAS, and to any agreements that are established for data collection. The tasks include but are not limited to:

- Coordinate with NAS staff to perform data management and analytical activities including the following:
  - Consult with the NAS Committee, stakeholders, Rwanda PEPFAR team and study director in determining data availability for the study, specifying the data requests and determining quantitative analyses to be performed.
    Data will include PEPFAR’s Monitoring, Evaluation, and Reporting (MER) indicators, Site Improvement and Monitoring System (SIMS) results, Human Resources Information System (HRIS) data, and national indicators. Data may also include existing patient-level programmatic data in clinical, pharmacy and laboratory records and/or data from PEPFAR-funded research studies.
  - Assist with development of the research protocol based on the evaluation questions defined by the committee and work with the study team to
submit the protocol to the CDC Associate Director for Science and Institutional Review Board/ethical approval as needed.

- Develop Standard Operating Procedures (SOPs) for data collection and housing to ensure protocol fidelity.
- Conduct extraction or transfer of secondary data according to protocol and SOPs for evaluation activities.
- Set up robust data management systems with on-going review to ensure quality and completeness of evaluation data.
- Conduct analyses and interpretation of data obtained using scientifically rigorous and statistically valid principles and methods to assist the committee in addressing evaluation questions.
- Compile and manage data obtained through the NAS Committee and staff data requests for the project, including data mapping, reading/translation, entry, and quality assessments. Cyber and other types of security for data management and storage will be the responsibility of Contractor based on standard protocols.
- Participate and provide interim reports on data collection, data mapping, data quality assessments, analyses, and findings during relevant portions of both in-person and virtual scheduled NAS Committee meetings. Attend three meetings in Washington, DC for 2 days and two meetings in Rwanda for 1-2 weeks.
- Prepare, submit, and revise as needed a written report from Contractor to the Committee that includes methodology and findings from analyses. Provide ongoing consultation during drafting and review of the committee-authored report for the full project.
- Communicate regularly with the NAS study director to discuss the structure, process, and success of the tasks in this statement of work. Both parties agree that early or prompt discussions of problem areas will result in rapid and satisfactory problem-solving for both parties.
- Refine tasks or conduct new tasks related to analysis and evaluation that emerge as the study evolves.
- Travel with NAS delegations to establish and understand context of data collection and use that experience to guide data collection, mapping,
management, and analysis, as well as to make modifications to data collection instruments. Two trips to Rwanda are anticipated for approximately 1-2 weeks each to meet with stakeholders and for data collection. Contractors will provide their own travel funds and abide by federal guidelines for expenditure of funds. Additional trips to Rwanda may be necessary for data collection.

**Deliverables and Approximate Timeline:**

1. Meet with study staff, stakeholders and study committee to discuss data availability and finalize study questions (September, 2018)
2. Work with study staff to develop protocol (first draft due November, 2018)
3. Discuss protocol at meeting in Rwanda with stakeholders and committee, refine protocol and submit for approval (December, 2018)
4. Develop data collection and storage SOPs (January, 2019)
5. Collect data and meet with committee to finalize analysis plan (February, 2019)
6. Analyze data and provide report to study staff and committee on initial findings (May, 2019)
7. Meet with committee to discuss findings and potential revisions (June, 2019)
8. Add and/or revise analyses as needed and provide report on new findings (August, 2019)
9. Meet with committee to discuss final report (September, 2019)
10. Provide updated report with methodology and final analysis of findings for consensus report (October, 2019)
11. Approximately weekly calls with NAS staff from September, 2018 through October, 2019
12. Respond to queries during peer-review process. It is anticipated that approximately 10 hours of response may be required. (December, 2019 – January, 2020)
SECTION IV

SPECIMEN AGREEMENT CLAUSES

AGREEMENT CONTENTS:

This Agreement includes the following Terms and Conditions and Attachments.

Terms and Conditions: Articles I through XX
Attachment A: Statement of Work
Attachment B: Fee Schedule
Attachment C: Vendor ACH Enrollment Form
Attachment D: Prime Grant Flowdowns – 45 CFR Part 75

PREAMBLE

This Agreement is entered into by and between the National Academy of Sciences (“NAS”), a private federally chartered tax-exempt corporation having its principal place of business at 500 Fifth Street, NW Washington, DC 20001 and xxxxxxxxxxxx, with its principal office at xxxxxxxxxxxxxxxxxxxxxxxxx (hereinafter referred to as “Contractor.”) (“NAS” and “Contractor” are referred to herein individually as “Party” and collectively as “Parties.”)

In consideration of the mutual promises, covenants, and agreements herein set forth, the Parties agree that Contractor shall furnish and deliver to NAS all the services set forth in this Agreement, and the Terms and Conditions and other documents or specifications attached hereto or referenced herein.

This Agreement is issued under Prime Grant No. XXXXXX entered into by and between NAS and XXXXXX (“Sponsor”). Continued funding under this Agreement is contingent upon acceptable performance and funding by Sponsor.

Neither this Agreement nor subsequent amendments shall be varied in their terms or conditions by oral contract or representation other than in writing and must be executed by, at a minimum, the NAS Manager, Procurement Services and Subaward Administration (“PSSA”).

For items relating to Agreement issues that require written confirmation, authorization, or other pertinent information, both Contractor and NAS agree that facsimile transmission and email communications may be used.

Contractor and NAS are legally bound and agree to the following terms and conditions.
I. STATEMENT OF WORK

Contractor shall furnish all necessary materials, facilities, equipment, qualified personnel, and deliverables to perform the Services described in the Statement of Work (SOW"), Attachment A. The Statement of Work and procedures will be conducted in accordance with the pertinent provisions of Contractor's Statement of Work. Contractor may modify the plan and procedures for the purpose of more efficient and effective execution of the work hereunder, provided such modified plans and procedures are consistent with the objectives set forth above, and provided such modifications have the advance approval in writing of the NAS Manager, PSSA. Contractor's performance is under the technical direction of the individual identified as the NAS Project Director on the Agreement Summary Page.

II. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor of NAS. Nothing contained in this Agreement shall in any way constitute a partnership or joint venture between the Parties or be construed to evidence the intention of the Parties to constitute such. Neither Party, nor any of its employees consultants, contractors or agents are agents, employees or joining ventures of the other, nor do they have any authority whatsoever to bind such other Party by contract or otherwise. Neither Party will represent anything to the contrary, either expressly, implicitly, by appearance or otherwise.

III. PERIOD OF PERFORMANCE

The Period of Performance for this Agreement is detailed on the Agreement Summary Page. All requests to extend the period of performance beyond the Expiration Date of this Agreement must be submitted, in writing, to the NAS Manager, PSSA no less than 30 days prior to the Expiration Date of the Agreement. Any work performed beyond the Expiration Date of the Agreement without authorization from the NAS Manager, PSSA will be at Contractor's own risk. Extensions to the period of performance will be accomplished by a unilateral modification to the Agreement.

IV. DELIVERABLES/PAYMENTS

Upon completion of the activities described in the Statement of Work, Attachment A, Contractor will invoice NAS monthly for fees due with respect to work performed by Contractor under this Agreement in accordance with the Fee Schedule in Attachment B. Payment terms are NET thirty (30) days and will be paid upon acceptance by NAS of invoice(s) for services rendered.

NAS utilizes a paperless invoicing system. To avoid delay in payment, please comply with the following five (5) terms:

1. Invoices MUST be PDF or TIFF format. Excel and Word documents are not accepted;
2. Invoices for this Agreement MUST be transmitted to the three (3) digit Ship To address; For example, “Attn: to UNIT #xxx”;
3. Invoices must include Agreement No. 200000xxxx;
4. Invoices MUST be emailed to Invoices@nas.edu;
5. Limit ONE invoice per email.

Payments to Contractor shall be made in accordance with the payment information provided by Contractor in Attachment C - Vendor ACH Enrollment Form

In the event that NAS disagrees in good faith with any amounts due and payable to Contractor, NAS will provide written notice to Contractor within ten (10) business days after receipt of the invoice. Notification will clearly state the amount(s) and reasons, which are disputed. Any amount withheld shall remain withheld until a final determination is made as to which Party is entitled to it either through an informal dispute resolution process or arbitration pursuant to Article XIV hereof. Failure to give notice constitutes an acceptance of amounts due and payable to Contractor for material and services rendered.

V. TERMINATION

This Agreement may be terminated for the following reasons:

A. For Cause: This Agreement may be terminated for cause at any time, in whole or in part, by NAS upon written notice to Contractor whenever it is determined that Contractor has failed to comply with the terms and conditions of this Agreement.

B. For Convenience: This Agreement may be terminated for convenience by written notice, in whole or in part, by NAS, provided NAS provides thirty (30) days written notice to the other Party. If this Agreement is terminated, the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, will be provided in the notice.

C. Termination Procedures: Upon receipt of, and in accordance with, a termination notice as specified in either paragraph above, Contractor will take immediate action to stop work and minimize all expenditures and obligations financed by this Agreement. Contractor will also cancel un-liquidated obligations whenever possible. NAS agrees to reimburse Contractor for work completed and authorized work in progress on behalf of NAS.

VI. TECHNICAL DIRECTION

Contractor agrees to obtain the written approval of the NAS Project Director prior to the assignment of Contractor's Authorized Signer's responsibilities to another individual with Contractor.

A. Performance of the work under this Agreement is subject to the Technical Direction of the NAS Project Director designated to maintain technical liaison with Contractor. The term "Technical Direction" includes:
1. Directions to Contractor which redirect this Agreement effort, shift work emphasis between work areas or tasks or otherwise serve to accomplish the Statement of Work.

2. Provision of information to Contractor which assists in the interpretation of specifications or technical portions of the work description.

3. Review and, where required by this Agreement, approval of services to be provided by the Contractor to NAS under this Agreement.

B. Technical Direction must be within the general scope of work stated in this Agreement. The NAS Project Director does not have the authority to and may not issue any Technical Direction which changes any of the expressed terms, conditions, or specifications of this Agreement.

C. All Technical Directions will be issued in writing by the NAS Project Director, or shall be confirmed by the NAS Project Director in writing, as promptly as practicable.

D. Contractor will proceed promptly with the performance of Technical Directions duly issued by the NAS Project Director in the manner prescribed by this Article and within the NAS Project Director's authority under the provision of this Article.

E. If, in the opinion of Contractor, any instruction or direction issued by the NAS Project Director is not within one of the above categories as defined in paragraph B above, Contractor shall not proceed but shall instead notify the NAS Manager, PSSA in writing within five (5) working days after receipt of any such instruction or direction. Upon receiving such notification from Contractor, and after consultation with the NAS Project Director, the NAS Manager, PSSA shall either issue an appropriate Agreement modification or advise the Contractor in writing that, in the opinion of the NAS Project Director, the Technical Direction is within the scope of this Article. Contractor shall thereupon proceed immediately with the direction given. The NAS Project Director cannot authorize additional funds, reallocation of funds across tasks, changes to the terms and conditions, or changes to the scope of work that would impact the amount of the award. A failure of the Parties to agree upon the nature of the instruction or direction or upon this Agreement action to be taken with respect thereto shall be subject to the Disputes article of this Agreement.

VII. COPYRIGHT AND PROPRIETARY INFORMATION

A. Definition: The term "Work Product" as used herein includes all Work Product, written materials, photographs, drawings, computer software, programs, databases, and other information created or generated under this Agreement regardless of the media on which said Work Product or information may be recorded, and whether delivered under this Agreement or not. The term does not include financial records, accounting records, or other information incidental to subcontract administration.
B. **Work Product and Copyright Ownership:** All Work Product created or generated under this Agreement, and the copyrights therein in all media and languages throughout the world, will be irrevocably assigned to and owned by NAS and will be delivered to NAS upon request.

C. **Publication by Contractor:** Contractor may publish, disseminate, or otherwise utilize Work Product in accordance with the following conditions:

Work Product contained in interim or final reports that have been accepted by NAS may be published, disseminated, or otherwise utilized by Contractor under a nonexclusive, irrevocable, royalty-free license, provided that Contractor (i) first provides written notification of the intended publication, dissemination, or use to NAS; (ii) NAS expressly authorizes such publication, dissemination, or use in writing; (iii) credit is given to the individuals and organization who conducted and sponsored the Work Product.

D. **Third-Party Rights:** Contractor will not, without the prior written approval of NAS, incorporate in any Work Product delivered under this Agreement, any Work Product not produced in the performance of this Agreement, which contains the copyright notice of 17 U.S.C. 401 or 402, unless Contractor identifies such Work Product to NAS and acquires an appropriate license on behalf of NAS.

E. **Proprietary Information:** Contractor may have access to proprietary or privileged materials of the NAS including, but not limited to, deliberative materials of one or more NAS committees, including without limitation, committee votes, tallies, and draft reports (hereafter “Proprietary Information”). Contractor hereby acknowledges and agrees that all such Proprietary Information that has or will be provided under this Agreement is intended for the sole purpose of facilitating Contractor’s performance under this Agreement and may not be used by the Contractor for any other purpose or disclosed to any other person or entity without the prior written approval of the NAS. The obligations under this clause survive the termination, expiration, or completion of performance under this Agreement.

**VIII. WARRANTY**

Contractor represents, warrants, and covenants to NAS that Contractor will perform Services in accordance with the SOW and in a workmanlike manner and in accordance with good usage and accepted practices in the community in which Services are performed. If Services performed by Contractor prove not to have been so performed or if Contractor fails to provide, after using commercially reasonable efforts, the Services or a portion thereof, and if NAS notifies Contractor to that effect, Contractor shall correct any warranty defects and deficiencies at no cost to NAS as soon as practicable. In the event the Services cannot be corrected immediately, Contractor will provide NAS with an action plan no later than seventy-two (72) hours after NAS’ notification. If Contractor is unable to correct the defects or deficiencies with in the period defined in the accepted action plan, Contractor will render a full or pro-rated refund or credit based on the original charge for the Services.

The obligations under this clause survive the termination, expiration, or completion of performance under this Agreement.
IX. CONTRACTOR LIABILITY

To the fullest extent permitted by law, Contractor will indemnify and hold harmless NAS from any and all claims, damages, lawsuits, attorney’s fees, court costs, defense costs or any other costs arising out of the negligence, breach of this Agreement, or wrongful acts on the part of Contractor.

The term “wrongful act” as used herein includes any tortuous act or omission, willful misconduct, failure to comply with Federal or state governmental requirements, copyright or patent infringement, libel, slander, or other defamatory or disparaging statement in any written deliverable required under this Agreement, or any false or negligent or wrongful acts or omission made by Contractor in its proposal to NAS.

Both Parties agree to give prompt notice to each other upon learning of the assertion of any claim, or the commencement of any action or legal proceeding, in respect of which a claim may be sought. Both Parties further agree to cooperate in the defense of any claim, action, or legal proceeding arising out of or resulting from Contractor’s performance of the work required under this Agreement, but each Party will control its own defense.

The obligations of this clause to indemnify and hold harmless NAS shall not extend to claims, damages, losses, liabilities, costs, and expenses to the extent they arise out of the negligent or wrongful acts or omissions of NAS.

The obligations under this clause survive the termination, expiration, or completion of performance under this Agreement.

X. INSURANCE

A. Insurance: Contractor will maintain insurance during the performance of this Agreement at its own expense with coverage and limits not less than specified below, or required by law, whichever is greater:

1. Commercial general liability insurance, or its equivalent, for bodily injury (including death), personal and advertising injury, and property damage (including loss of use) with limits of not less than $1,000,000 per occurrence or claim, $2,000,000 general aggregate, $2,000,000 products and completed operations aggregate;

2. Workers compensation insurance, or its equivalent, with statutory benefits as required by law, including standard “other states” coverage; employers’ liability insurance, or its equivalent;

3. Business automobile liability insurance, or its equivalent, with limits of not less than $1,000,000 per occurrence for each accident, if vehicles will be used in the performance of this Agreement.

4. Umbrella liability insurance, or its equivalent, with limits of not less than $2,000,000.
Contractor will furnish evidence of insurance to NAS by transmitting original certificates of insurance signed by authorized representatives of the insurers.

B. **Limits of Liability:** It is expressly understood that insurance protection required by this clause in no way limits Contractor’s obligations under the clause, “Contractor Liability,” nor will it be construed to relieve Contractor of liability in excess of insurance policy coverage.

D. **Waiver:** Contractor waives all rights of recovery against NAS for any claims, damages, costs or expenses covered by any required insurance policies carried by Contractor and for any damage or loss of use of personal property owned or leased by Contractor. The required insurance shall include a waiver of subrogation in favor of NAS.

**XI. PROTECTION OF HUMAN SUBJECTS**

If the project involves research on human subjects, Contractor shall obtain clearance/approval from their institutional review committee or ethics board and comply with the Department of Health and Human Services (DHHS) Regulations (Title 45 Code of Federal Regulations Part 46) regarding the protection of human research subjects, unless that research is exempt as specified in the regulation.

**XII. CONTRACTING AND ASSIGNMENTS**

No portion of this Agreement will be subcontracted, assigned, or otherwise disposed of except with the written consent of the NAS Manager, PSSA. Contractor will forward for prior approval the proposed subcontract, which will include the terms and conditions, scope of work, and budget with supporting documentation.

In the event Contractor subcontracts or assigns any or all of the performance of this Agreement, Contractor remains responsible for the complete and full performance of all the work, duties, covenants, and obligations of Contractor under this Agreement. Contractor will enter into no subcontract or assignment which is inconsistent with its obligations under this Agreement. NAS’ consent to any subcontract or assignment will not be deemed a waiver of its rights under this Agreement, nor shall it create any privity of agreement between NAS and any lower-tier subcontractor or assignee.

**XIII. RECORDS AND AUDIT REQUIREMENTS**

Contractor shall retain all financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three years after final payment under this Agreement. Contractor agrees to give NAS, the Comptroller General of the United States, or any of their authorized representatives, access to these records and any other pertinent books, documents, papers or other records, in order to conduct audits, examinations or produce excerpts and transcripts. Agreement closeout does not alter these requirements.
XIV. FORCE MAJEURE

Neither Party shall be liable for any delay in meeting or for failure to meet its obligations under this Agreement due to any cause outside its reasonable control including, without limitation, strikes or lockouts, Acts of God or of the public enemy, war, riot, malicious acts or damage, fire, acts of any governmental authority, or failure of the electrical supply. If Contractor is prevented from meeting its obligations due to any cause outside its reasonable control, it shall notify NAS of the circumstances and NAS shall grant a reasonable extension for the performance of the Agreement.

XV. DISPUTES

Both Parties agree to enter into negotiation to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. If negotiations are not successful, NAS and the Contractor agree to enter into binding arbitration. The American Arbitration Association (AAA) Commercial Arbitration Rules (most recent edition) would govern this Arbitration, which will take place in the District of Columbia. The Arbitrator will follow the applicable Agreement provisions and the District of Columbia law in adjudicating the dispute. It is agreed by both Parties that the Arbitrator’s decision is final, and that neither Party may take any action, judicial or administrative, to overturn this decision. The judgment rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

XVI. CONFLICT OF INTEREST

Contractor warrants that, to the best of Contractor’s knowledge and belief:

(a) there are no relevant facts or circumstances which could constitute or create an conflict of interest to Contractor in performing this Agreement, and

(b) that to the extent that there may be facts or circumstances which could constitute or create a conflict of interest the Contractor has disclosed all such relevant information.

Contractor further agrees that, if an actual or potential conflict of interest is identified during performance, Contractor will immediately make a full disclosure of the actual or potential conflict in writing to the NAS Manager, PSSA. This disclosure shall also include a description of actions which Contractor has taken or proposes to take, after consultation with the NAS Manager, PSSA to avoid, mitigate, or neutralize the actual or potential conflict of interest.

NAS may terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict of interest after award, and did not disclose it or misrepresented material relevant information to the NAS Manager, PSSA, NAS may terminate the Agreement for default, or pursue such other remedies as may be permitted by law or this Agreement. Contractor agrees to include Agreement provisions that conform
substantially to the language of this certification in any subcontract or consultant agreement that the Contractor enters into in connection with this Agreement.

XVII. JURISDICTION

This Agreement is to be construed, interpreted and enforced in accordance with the laws of the District of Columbia.

XVIII. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements and any governmental authority relating to the delivery of the Services specified in this Agreement. Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law, nor shall Contractor engage in or permit sexual harassment of any person in any manner prohibited by law.

This Agreement is subject to the terms and conditions of 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards accessible from the following link:


XIX. – IMPLEMENTATION OF EXECUTIVE ORDER 13224 ON TERRORIST FINANCING (March 2002)

Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all Subcontracts/sub-agreements issued under this Subcontract.

Contractor should refer to the following URL link for a complete list of individuals and/or entities that are prohibited from entering into transactions under this Subcontract: http://www.treas.gov/offices/enforcement/ofac/index.shtml.

XX. ORDER OF PRECEDENCE AND ENTIRE AGREEMENT

The rights and obligations of the Parties hereto shall be subject to and governed by this Agreement, which consists of the Agreement Summary Page, the Terms and Conditions, and Attachments. Should there be any inconsistency between the Terms and Conditions and the Attachments and any specifications or other provisions which are made part of this Agreement by reference or otherwise, the Terms and Conditions shall control. All applicable clauses under this Agreement shall be supported by the Contractor's Representations and Certifications.
This Agreement constitutes the entire Agreement between the Parties and no representation or promise not specifically set forth herein will be binding on the Parties. No modification or change to this Agreement will be effective unless set forth in writing and executed by both Parties.
ATTACHMENT A

Statement of Work

To be developed from Offeror's proposal.
ATTACHMENT B

Budget

To be developed from Offeror’s proposal.
Attachment C

Vendor ACH Enrollment Form
Attachment D

Contractor shall comply with applicable regulations of 45 CFR Part 75:

45 CFR Part 75 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS – accessible on the website: