

## REQUEST FOR PROPOSAL (RFP)

**Number:** TRBDIVA-202404

**ISSUANCE DATE:** **April 30, 2024**

**CLOSING DATE:** **May 31, 2024**

The National Academy of Sciences (“NAS”) is issuing this Request for Proposal (“RFP”) to support the Highway Capacity Manual processes and websites.

To Potential Proposers:

RFP information and updates are available on the site <https://trb.secure-platform.com/a/page/HCMRFP>. Changes in the current version of the RFP are highlighted for your ease of reference.

**May 9, 2024, at 2:00pm ET optional Bidder's Conference.** Register in advance for this webinar: [https://nasem.zoom.us/webinar/register/WN\\_GDWGAEPqShSzRZ\\_CI\\_9Iw](https://nasem.zoom.us/webinar/register/WN_GDWGAEPqShSzRZ_CI_9Iw). After registering, you will receive a confirmation email containing information about joining the webinar.

**May 14, 2024, Questions deadline.** Submit all questions concerning this RFP in writing to Cynthia Jones at [cljones@nas.edu](mailto:cljones@nas.edu) by May 14, 2024. Responses will be posted on the site by May 16, 2024.

**May 31, 2024, Proposal deadline.** Any proposal submitted must be presented in accordance with this RFP and be [uploaded to Dropbox](#) in either 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.

Sincerely,

Cynthia Jones  
Senior Program Officer, Operations  
Acting NAS Procurement Manager  
Transportation Research Board

## OVERVIEW

### CONTENTS OF RFP

This RFP consists of a cover letter and the following sections:

#### Section Title

- I. Instructions and Conditions
- II. Scope of Work
- III. Representations and Certifications
- IV. Specimen Agreement Clauses

## SECTION I

### INSTRUCTIONS AND CONDITIONS

#### DEFINITIONS

**Discussions** are negotiations that occur after establishment of the competitive range that may, at the acting NAS Procurement Manager'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 acting NAS Procurement Manager 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 using this Dropbox file request link:  
<https://www.dropbox.com/request/PQo862QlpPLstGy6nbYo>
- (2) The proposal must include a work plan and budget, a transition plan, and a W9 form. In addition, Individual Consultants/Independent Contractors, also must submit the following:
  - (1) Resume
  - (2) Certification of Consultant Status
- (3) The first page of the proposal must show —

- The RFP number **TRBDIVA-202404**;
- The name, address, email address, and telephone number 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 acting NAS Procurement Manager, Cynthia Jones at [cljones@nas.edu](mailto:cljones@nas.edu). Withdrawals are effective upon receipt of notice by the acting NAS Procurement Manager.

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 acting NAS Procurement Manager 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.”

### **COPYRIGHT**

All data, written materials, computer software, graphic and photographic images, and other information prepared under the contract and the copyrights therein shall be owned by the National Academy of Sciences. The contractor and subcontractors will not be allowed to sell the project material without prior approval by the National Academy of Sciences. By signing a contract with the National Academy of Sciences, contractors accept legal responsibility for any copyright infringement that may exist in work done for TRB. Contractors are therefore responsible for obtaining all necessary permissions for use of copyrighted material in TRB's publications.

### **DIVERSITY AND INCLUSION PLAN**

1. NAS recognizes that an inclusive and diverse organization is fundamental to fulfilling NAS’ Congressional Charter and NAS’ Vision and Mission. An inclusive and diverse environment enhances innovation and creativity in all areas of NAS and is important for cultivating an equitable and supportive atmosphere. Diversity may relate to gender, racial, and ethnic profiles, as well as other

sociodemographic aspects, such as geographic representation, education, management level, and length of professional career.

NAS further recognizes that our vendors are likely to be most successful and produce results relevant to all potential users when they bring diverse perspectives and experiences to their teams and services. NAS also encourages participation by DBEs (small firms owned and controlled by minorities or women); however, it does not have a minimum DBE requirement.

In your proposal, please describe:

- a. How your proposed team will bring a diverse and inclusive approach to the proposed services.
- b. Policies or programs that your company or your proposed partners have in place within your organizations to promote and enhance diversity and inclusion.

Participation in your team by DBEs. Proposers must describe their plan for DBE participation, if any, including information on each DBE. Include the anticipated dollar amount and the percentage of DBE participation relative to the total project budget.

## **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 acting NAS Procurement Manager determines that the lack of balance poses an unacceptable risk to NAS.

### **EVALUATION CRITERIA**

All organizations are welcome to submit proposals. Once a contract is executed, any members of the TRB Standing Committee on Highway Capacity and Quality of Service employed by parties to the executed contract must step down from the Standing Committee. The committee member roster can be found at <https://www.mytrb.org/OnlineDirectory/Committee/Details/5132>. Proposers may not contact committee members directly; this roster is provided solely for the purpose of avoiding potential conflicts of interest. Proposers may not contact anyone at Kittelson & Associates, Inc. to ask questions. Email all questions to Cynthia Jones at [cljones@nas.edu](mailto:cljones@nas.edu).

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:

<b>Criteria</b>	<b>Weight</b>
Community engagement with TRB Highway Capacity and Quality of Service Committee (e.g., history of committee membership and/or discussion forum participation)	20%
Experience managing a similar process	20%
Project understanding and implementation approach	20%



Highway Capacity Manual experience (e.g., professional use and/or teaching the content)	20%
Committed response time for errata and discussion	10%
Price proposal for services	10%
<b>TOTAL</b>	<b>100%</b>

### **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**

<b>EVENT</b>	<b>DATE</b>
RFP issued	April 30, 2024
Bidder's Conference (optional)	May 9, 2024, 2:00pm ET
Questions and Requests for Clarification	May 14, 2024
NAS Responses to Questions	May 16, 2024
Proposal Due Date	May 31, 2024, 12:00am ET
Notice of Intent to Award issued approximately	June 14, 2024
Contract Start Date	as soon as possible, upon written Authorization to Proceed (ATP)

### **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 two years following written Authorization to Proceed (ATP), also allowing up to two contract extensions of up to two years each.

**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.
  - Transition commitment
  - Response time for errata and discussion items
- (3) Process to include input from all program areas. Please state how you intend to communicate with 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 sub-contractors, 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

**Objective:**

To provide web hosting, maintenance, and upgrades to Highway Capacity Manual (HCM) Volume 4 site and support the chapter review/editorial process for updates to the HCM.

**Description of Work:****TASKS**

Task descriptions are intended to provide a framework for the work. Proposers are expected to describe work plans that can realistically be accomplished within the constraints of reasonable funds and contract time. Proposals must present the proposers' current thinking in sufficient detail to demonstrate their understanding of the issues and the soundness of their approach to meeting the work objective.

**Task 1.**

The purpose of this task is the hosting and maintenance of Volume 4 post publication of HCM Sixth Edition and Seventh Edition chapters for a two-year period beginning at the contract start date. Included in this task is continued support of TRB staff in addressing user access issues, web site functionality, and usage reports.

This will be transitioned from the current contractor, Kittelson & Associates, Inc..

<https://hcmvolume4.org/>

**Task 2.**

This task includes the preparation of errata for all HCM Seventh Edition chapters (Volumes 1-4) for a two-year period beginning at the contract start date. The following is the proposed process for dealing with errata: Potential errors (typographical or technical) are identified by HCM Seventh Edition users and are provided to TRB or the TRB Committee on Highway Capacity and Quality of Service (ACP40) - possibly via a commenting area on Volume 4. Potential errors are distributed to the Contractor for review and to determine how the issue(s) should be addressed. Simple issues are addressed, and errata are developed and distributed to both TRB and the ACP40 Committee Chair for dissemination to the appropriate ACP40 sub-committee Chair for their review.

For any challenging issue the Contractor will develop a recommended fix and will provide this recommendation to both TRB and the ACP40 Committee Chair for dissemination to the appropriate ACP40 sub-committee Chair for their concurrence. Once concurrence is received, the contractor will prepare the errata and then redistribute to TRB and the ACP40 Committee Chair for dissemination to the appropriate ACP40 sub-committee Chair for their review.

The ACP40 Committee will formally approve all errata once completed by the Contractor. After the errata have been approved it will be provided to TRB and/or posted on Volume 4 so that it can be made available to HCM Seventh Edition registered users.

This is the current commenting area as managed by the current contractor, Kittelson & Associates, Inc.. <https://hcmvolume4.org/forum>

### Task 3.

Editing and coordinating HCM7 integration of new procedural chapters and methods currently under development. The purpose of this task is to assist TRB and the ACP40 committee in integrating new methodologies, procedural content, and chapter updates for the HCM Seventh Edition chapters for a two-year period beginning at the contract start date. The Offeror must propose a method to manage the proposed content, versions, discussions, and voting. The proposed method does not need to be the same as the existing process, however if selected it will be transitioned from the current contractor, Kittelson & Associates, Inc.. <https://hcm.review.kittelson.com/>

## SECTION III

### REPRESENTATIONS AND CERTIFICATIONS

**REPRESENTATIONS AND CERTIFICATIONS**  
**[NOT FEDERALLY FUNDED]**

You/Your company is a potential supplier of goods and/or services to the National Academy of Sciences, which includes under its corporate charter the National Academy of Engineering, and National Academy of Medicine (collectively the "NAS"). The Representations and Certifications contained in this form are presented from You to NAS and incorporated by reference into each Subcontract, Consultant Agreement, Grant, Subaward, and Purchase Order issued by NAS. An award will not be issued unless You certify that You comply with certain U.S. laws, regulations, and policies. Accordingly, to be eligible for award You are required to complete this form. Failure to furnish such Representations and Certifications may result in You not being eligible for an award from NAS.

**You/Your Company's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

**Phone & Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Unique Entity Identifier (UEI):** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

TIN: \_\_\_\_\_ (If SNN, Last four (4) digits only)

TIN has been applied for

TIN is not required because:

- You are a non-resident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal payment in the United States;
- You or Your Company is an agency or instrumentality of a foreign government;
- You or Your Company is an agency or instrumentality of the Federal Government.

**TYPE OF BUSINESS**

- Sole proprietorship
- Limited Liability Corporation (LLC)
- Partnership
- Corporate entity (non-tax exempt)
- Corporate entity (tax exempt)
- Government entity (Federal, State, or Local)
- Foreign government
- International organization per 26 CFR 1.6049-4
- Other \_\_\_\_\_

**BUSINESS SIZE CLASSIFICATION (Please check ALL that apply):**

- Small Business (including self-employed)
- Small Disadvantaged Business (self-certification)
- Certified by SBA as a HUBZone Small Business
- Woman-owned Small Business
- Veteran-owned Small Business
- Other (please specify):
- Service Disabled Veteran Owned Small Business
- Alaskan Native Indian
- Historically Black College/University or Minority Institution
- Large Business (including non-profit)

If self-certifying as a Small Business, provide your NAICS Code: \_\_\_\_\_  
(NAICS information is located on line at: [www.census.gov/eos/www/naics/](http://www.census.gov/eos/www/naics/))

If self-certifying as a Small Disadvantaged Business, provide your Primary NAICS Code: \_\_\_\_\_

The definition for the business size classifications are contained in the Federal Acquisition Regulation (FAR) 19.7 or 52.219-8 ([www.arnet.gov/far](http://www.arnet.gov/far)). For clarification in ascertaining business size classification please refer to SBA’s website at [www.sba.gov/size](http://www.sba.gov/size) or contact your local SBA office.

**Certification Regarding a Drug-Free Workplace**

(a) Definitions. As used in this provision:

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including pleas of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal Criminal Statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by You in connection with a specific contract at which You and/or Your employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of the controlled substance.




“Individual” means the person who signs this certification including “You”, “Your” and if more than one employee, “Your Company.”

- (b) Certification - By submission of this form You, if an individual who is making an offer of any dollar value, certifies and agrees that You will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of the controlled substance in the performance of the contract resulting from this certification.
- (c) Your failure to provide the certification required by paragraph (b) of this provision, renders You unqualified and ineligible for award (See FAR 9.104-1(g) and (2)(1).)

Conflict of Interest Certification/Disclosure

National Academy of Sciences’ (NAS) policy is to avoid conflict of interest or the appearance of a conflict of interest in the acquisition of goods and services You certify that to the best of Your knowledge and belief:

-  (1) You and/or any of Your principals, directors, officers  are  are not, aware of any information bearing on the existence of any potential organizational, personal, or other conflicts of interest in connection with this procurement, including information that may give rise to an appearance of a conflict of interest. A “conflict of interest” as used herein means that a personal, financial, or other relationship exists whereby You or Your officers, directors, employees, proposed consultants or subcontractors): (1) is, or may be, in a position to unduly influence NAS business, research, or procurement decisions; or (2) is unable or potentially unable to render technically sound, objective assistance or advice under the contract, or the organization’s objectivity in performing the work is or might be otherwise impaired.
- (2) If You are aware of information bearing on whether a potential or actual conflict of interest as defined herein may exist, You shall provide a disclosure statement which describes all relevant information concerning any past, present, or planned Interests. The statement shall disclose all ownership interest and other financial or personal relationships in or between NAS and You (including any employee, officer, director, board or council member of the NAS or You).
- (3) If the NAS determines in its sole discretion that a potential conflict of interest or an appearance of a conflict of interest exists You shall not receive an award unless the NAS determines that such a conflict can be avoided or mitigated. Nondisclosure or misrepresentation of a conflict of interest may result in the cancellation of an award or the termination of the contract at no expense to the NAS.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APPLIES IF THE CONTRACT EXCEEDS \$25,000) (EXECUTIVE ORDER 12549)**

You certify to the best of Your knowledge and belief, that--



- (1) You and/or any of Your principals  are  are not presently disbarred, suspended, proposed for disbarment, or declared ineligible for the award of contracts by any Federal agency, and

- (2) You  have  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) You  are  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (4) You  have  have not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

**PREVENTING TERRORISM FINANCING – IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)**

You and Your company must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specialty Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: [www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)) or the United Nations Security designation list (online at: [www.un.org/sc/committees/1267/aq\\_sanctions\\_list.html](http://www.un.org/sc/committees/1267/aq_sanctions_list.html)).

The representations and certifications made herein are accurate and current as of the date indicated below. Under 15 U.S.C. 645(d), any person who misrepresents its business size classification shall 1) be punished by a fine, imprisonment, or both; 2) be subject to administrative remedies; and 3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Social Security (last four digits only) / Federal Tax ID No.:** \_\_\_\_\_

**CERTIFICATION OF CONSULTANT STATUS PART 1**

**CONSULTANT NAME:**

**Does Consultant work on behalf of an organization?**

Yes  No

If yes, please provide

- Company Name:
- Federal Tax ID #:

**Is the Consultant a Former Academy Employee?**  Yes  No

If yes, please provide

- Position at Academy
- Dates of Service

*Note: If yes, Procurement Services will send package to OHR for approval*

**Is the Consultant a US Citizen?**  Yes  No

If no, Consultant is:

- Resident Alien (not a US Citizen, but living in the US)
- Alien (not a US Citizen, and not living in the US)

If not a US Citizen:

Will any of the work be conducted in the US?  Yes  No

If yes, please provide copy of Consultant's work permit & sign below:

I certify that this Consultant has completed the Reps/Certs, IRS W8 or IRS W9 form status (enter form used):

**Price Determination:**

Consultant's pricing was determined to be fair and reasonable using one of the following:

- Quotes from other vendors (**Attach quotes**)
- Copies of invoices (documenting the rate of pay) from consultant to other clients (**Attach invoices**)
- Comparable GSA Schedules (**Attach copy of relevant listing**)  
The following GSA website lists various contractor labor categories with rates the government already determined to be fair and reasonable: [GSA MOBIS Schedule Rates – gsadavantage.gov](http://gsadavantage.gov)

**Proposed Compensation** (complete A, B or C):

**Payment Structure**

**A. Hourly/ Daily Rate:**

Hourly Rate: \$

Total Number of Hours: \$

Daily Rate: \$

Total Number of Days: \$

*Note: Cannot exceed 130 Days or 1,040 Hours in a service year, but if agreement is for more than 1 year, total hours or days may exceed these limits.*

**B. Fixed Price:**

Total Amount for this agreement \$

**C. Fixed Itemized Rates:**

\$ per (item)

\$ per (item)

\$ per (item)

Travel Expenses of Consultant Paid by Academy:

Yes  No

## CONSULTANT CERTIFICATION PART 2

### CERTIFICATION OF CONSULTANT STATUS

(REFER TO SECTION 5-5A OF THE PROCUREMENT HANDBOOK)

*Must be completed and submitted along with Consultant Certification Part 1*

For the purposes of this certification, a "Consultant" is an individual who is engaged to give expert professional advice or services for a fee, and who has the status of an independent contractor. The character and extent of the services performed must be specified with clarity and with sufficient detail to preclude questions as to the consultant's qualifications and as to the independent nature of the services provided. In accordance with applicable laws and regulations, the services provided by an independent contractor/consultant should not reflect typical characteristics generally present in an employer/employee relationship. Factors characteristic of an employer/employee relationship are listed below, although not all must necessarily be present in every employer/employee relationship, and no single factor is controlling.

**Workers generally are considered employees (and not independent contractors/consultants) for federal tax purposes if they:**

1. Must comply with an employer's instruction about work. (A person who must comply with another's instructions about when, where and how to work is ordinarily an employee.)
2. Receive training from or at the direction of an employer. (If the worker is required to receive training to do the work, an employment relationship is likely.)
3. Provide services that are integrated into the day to day operation of the business. (A continuing or recurring nature of work suggests employment.)
4. Have a continuing working relationship with an employer.
5. Must follow set hours of work. (If work hours are established by the business, this tends to indicate employment.)
6. Work full time for an employer.
7. Do their work entirely on the employer's premises.
8. Receive payments of regular amounts at set intervals. (Independent contractors are more often paid by the job, not by time.)
9. Rely on an employer to furnish tools and materials. (Independent contractor more often furnishes their own tools and materials.)
10. Work for only one employer at a time.
11. Do not offer their services to the general public.
12. Can be fired by an employer. (An independent contractor cannot be fired so long as the worker produces the result that meets contract specifications.)
13. May quit work at any time without incurring liability. (If the work can terminate services without liability, this indicates an employment relationship.)

**The undersigned certify to the best of their belief that this agreement reflects an independent contractor relationship and does not fit the employer/employee criteria as defined above.**

**Unit Responsible Staff Officer (RSO):**

Signature: \_\_\_\_\_

Dept: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION IV**

**SPECIMEN AGREEMENT CLAUSES**

**AGREEMENT CONTENTS:**

This Agreement includes the following Terms and Conditions and Attachments.

Terms and Conditions:	Articles 1 through 17
Attachment A:	Statement of Work
Attachment B:	Fee Schedule
Attachment C:	Prime Grant Flowdowns (if applicable)

This Professional Services Agreement (hereafter the "Agreement") is between the National Academy of Sciences ("NAS"), a private federally chartered tax-exempt corporation, having its principal place of business at 500 Fifth Street N.W., Washington, DC 20001 and XXXXXX ("Contractor"), having an address at XXXXXXXXXXXXXXXX (NAS and Contractor may be referred to herein individually as "Party" and collectively as "Parties").

**RECITALS**

WHEREAS, NAS wishes to engage the services and expertise of Contractor on the terms and conditions hereinafter set forth, and Contractor wishes to accept such an engagement; and

WHEREAS, Contractor has agreed to perform the services ("Services") set forth below for NAS;

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Description of Services.** This Agreement is to engage Contractor's services and expertise as set forth in the Statement of Work ("SOW") attached hereto as Attachment A. Contractor shall perform all Services in a good and workman like manner, in accordance with the best practices of Contractor's industry, and the Services and Work Product will conform to the SOW. Contractor agrees to promptly deliver to NAS any Work Product as defined in Paragraph 7 below resulting from the performance of Services. Contractor shall report its progress on its performance of Services to NAS at the time and in the manner

reasonably requested by NAS. Contractor shall provide all labor, materials, equipment, transportation, and insurance necessary to perform the Services.

**2. Responsible Staff Officer (“RSO”).** The following NAS employee is designated as the RSO under this Agreement.

<b>Name</b>	<b>Division</b>	<b>Telephone</b>	<b>Address</b>
Cynthia Jones	TRB	(202) 334-2675	500 Fifth Street, NW Washington, DC 20001

**3. Compensation.** NAS agrees to pay Contractor an amount not to exceed \$X.XX contingent upon satisfactory completion of the tasks stated in the SOW, Attachment A.

**4. Invoicing.** Invoices must be submitted to NAS with Net 30 days due payment terms, must be on Contractor letterhead, and reference Agreement Number 200000XXXX in addition to Contractor’s unique Vendor ID: **XXXXXXXXXX**.

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

1. Invoice MUST be PDF or TIFF format. Excel and Word documents are not recognized by the system.
2. Invoices for this Agreement MUST include the three (3) digit Unit #: “Attn: UNIT #XXX”. The Unit # must appear on the invoice itself.
3. Invoices must include Agreement Number: 200000XXXX
4. Invoices MUST be emailed to [Invoices@nas.edu](mailto:Invoices@nas.edu)
5. Limit ONE invoice per email.

**5. Term.** Contractor shall provide the Services during the period from XXXXXXXX (“Effective Date”) through XXXXXXXXXXXX (the “Term”). Contractor shall use its best efforts to complete the Services in accordance with the SOW set forth in Attachment A. This Agreement will terminate on the last day of the Term without further action on the part of NAS. Any change(s) to this Agreement shall require a written modification that will be signed by both Parties.

**6. Travel.** Travel reimbursement in connection with this Agreement is not authorized except as provided in Attachment A unless approved in advance by the RSO. Reimbursement of travel expenses shall be in accordance with Federal Travel Regulations (41 CFR 300-304).

7. **Copyright.** All written materials and other works prepared under this Agreement and the copyrights therein, in all media and languages, now or hereafter known throughout the world (the "Work Product") shall be irrevocably assigned to and owned by NAS, and publication or dissemination by Contractor of any material or data generated under this Agreement must be approved in writing by the RSO.

8. **Proprietary Information.** Contractor may have access to proprietary or privileged materials of 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 Contractor for any other purpose or disclosed to any other person or entity without the prior written approval of NAS. The obligations under this clause survive the termination, expiration, or completion of performance under this Agreement.

Notwithstanding the above, Proprietary Information shall not include information to the extent that it: (i) was known to the recipient at the time it was disclosed, other than by previous disclosure by or on behalf of the discloser, as evidenced by written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (iii) is lawfully and in good faith made available to the recipient by a third party who is not subject to obligations of confidentiality to the discloser with respect to such information; or (iv) is Independently developed by the recipient without the use of or reference to Proprietary Information, as demonstrated by documentary evidence; or (v) is required to be disclosed by law or legal process.

9. **Independent Contractor.** It is agreed and understood that the Services undertaken under this Agreement are as an independent contractor, and not as an employee of NAS. It is understood that NAS will not withhold any amounts for payment of payroll taxes from the compensation of Contractor hereunder. Contractor shall not represent or hold itself out as an employee of NAS, and Contractor acknowledges that he is ineligible to participate in any NAS benefit programs.

10. **Termination.** NAS reserves the right to terminate this Agreement at any time upon written notice to Contractor. Upon receipt of such notification, Contractor shall deliver to NAS Work Product produced or generated up to and including the date of termination. Upon receipt of and in accordance with the termination notice, Contractor shall take immediate action to stop work and minimize all expenditures and obligations funded by this Agreement. Contractor shall also cancel unliquidated obligations whenever possible.

After NAS receives and accepts Contractor's detailed statement of any termination-related expenses and costs incurred by Contractor, NAS shall make a final payment to Contractor for all work performed through the date of such termination.

**11. Compliance with Laws.** Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders, or requirements, relating to the delivery of the Services specified in this Agreement, and shall retain all licenses, permits, and registrations, if any, required in performance of the Services. The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and other protected veterans, set forth in 41 CFR 60-300.5, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this Agreement. By accepting this Agreement, Contractor verifies that it complies with the authorities cited herein, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8. Contractor's Representations and Certifications form is incorporated into this Agreement as if fully set forth herein.

**12. Terrorism Financing.** 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 Agreement.

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 Agreement:

<https://www.treasury.gov/resource-center/sanctions/pages/default.aspx>

**13. Contractor Liability.** To the extent permitted by applicable laws, Contractor shall be responsible for its performance under this Agreement, and shall indemnify and hold harmless NAS and each of its directors, officers, employees and agents from and against any and all injuries, damages, losses, liabilities, claims, judgments and settlements, including reasonable legal costs, arising out of any negligent or willful act or omission by Contractor or any of its employees, subcontractors, or agents.

**14. 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:



- A. 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 Subcontract.

Contractor will furnish evidence of insurance to NAS, if requested, 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 this clause, nor will it be construed to relieve Contractor of liability in excess of insurance policy coverage.
- C. 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. With the exception of Workers' Compensation insurance, the required insurance shall include a waiver of subrogation in favor of NAS.

**15. Assignment.** No portion of this Agreement or any of Contractor's rights (including, without limitation, the right to payment hereunder) duties or obligations hereunder may be assigned or delegated by Contractor.

**16. Pandemic.** The Parties are entering into this Agreement at a time when a state of national emergency has been declared and the nation is responding to the Coronavirus (COVID-19) pandemic. The Parties agree that each Party will use all reasonable efforts to complete the Services as specified herein, so long as each Party can reasonably do so while also taking the steps it deems necessary to protect the health, welfare and safety of its professionals and the public, and/or to abide by law, emergency or regular executive orders, or changes in law mandated to address the pandemic. Neither Party shall be liable for any delay or failure in performance (excluding payment for fees and expenses

incurred) due to circumstances resulting from the pandemic which are beyond its reasonable control.

**17. Entire Agreement.** This Agreement constitutes the only agreement between NAS and Contractor relating to the subject matter hereof, and no representations, promises, understandings or agreements, oral or otherwise, not herein will be of any force or effect. Any disputes under this Agreement shall be resolved by application of the law of the District of Columbia, excluding its choice of law rules.

## ATTACHMENT A

### Statement of Work

To be developed from Offeror's proposal.

## ATTACHMENT B

### Budget

To be developed from Offeror's proposal.