

Request for Quote/Proposal (RFQ/RFP)

Commodity/Service Required:	Staffing Agency Services: Pakistan
Type of Procurement:	One Time
Type of Contract:	Fixed Rate Agreement
Term of Contract:	14 months with possibility to extend
Submit Proposal to:	Vanessa Cooke (vcooke@rti.org) Alyson Lipsky (alipsky@rti.org)
Date of Issue of RFP:	Tuesday, May 24, 2016
Date Questions from Supplier Due:	Tuesday, May 31, 2016
Date Proposal Due:	Tuesday, June 7, 2016
Approximate Date Purchase Order Issued to Successful Bidder(s):	On or Before June 30,2016
Withdrawal of Proposal	Suppliers may withdraw proposals by written notice (via email) at any time before award.

Method of Submittal:	
Respond via e-mail with attached document in .pdf format. Quote must have your company logo, signed, stamped and dated. The Bidder/Seller agrees to hold the prices in its offer firm for 18 months from the date specified for the receipt of offers, unless another time is specified in the addendum of the RFP/RFQ.	
Solicitation Number:	IDG-FY16-006: Pakistan Staffing Services

Attachments to RFP:

1. Attachment "A" – Instructions to Bidders/Sellers
2. Attachment "B" – Proposal Requirements
3. All PO Terms and Conditions are listed on our website at forth at: <http://www.rti.org/POterms>, (hereinafter the "Terms"). Supplier's delivery of products, performance of services, or issuance of invoices in connection with this purchase order establishes Supplier's agreement to the Terms. The Terms may only be modified in writing signed by both parties.

All bidders/sellers are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.

Attachment “A” Instructions to Bidders/Sellers

1. **Procurement Narrative Description:** The Buyer (RTI) intends to purchase commodities and/or services identified in Attachment A. The Buyer intends to purchase the quantities (for commodities) and/or services (based on deliverables identified in a Statement of Work). The term of the Ordering Agreement shall be from Award Date to the Delivery date of the Offeror unless extended by mutual agreement of the parties. The Buyer intends to award to a single “approved” supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. We reserve the right to award to more than one bidder. If an Ordering Agreement is established as a result of this RFQ/RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.
2. **Procuring Activity:** This procurement will be made by **Research Triangle Institute (RTI International)**, located at

3040 E. Cornwallis Road
Research Triangle Park, NC
USA

who has a purchase requirement in support of a project funded by

Palladium International, LLC through USAID funded award AID-OAA-A-15-00051

RTI shall award the initial quantities and/or services and any option quantities (if exercised by RTI) to Seller by a properly executed Purchase Order as set forth within the terms of this properly executed agreement.

3. **Proposal Requirements.** All Sellers will submit a quote/proposal which contains offers for all items and options included in this RFQ/RFP. All information presented in the Sellers quote/proposal will be considered during RTI’s evaluation. Failure to submit the information required in this RFQ/RFP may result in Seller’s offer being deemed non-responsive. Sellers are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach RTI’s office designated in the RFQ/RFP by the time and date specified in the RFQ/RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFQ/RFP after the exact time specified for receipt of offers is “late” and may not be considered at the discretion of the RTI Procurement Officer. The Seller’s proposal shall include the following:
 - (a) The solicitation number:
 - (b) The date and time submitted:
 - (c) The name, address, and telephone number of the seller (bidder) and authorized signature of same:
 - (d) Validity period of Quote:

- (e) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
 - (f) Discuss availability of providing the proposed Service.
 - (g) Special pricing instructions: Price and any discount terms or special requirements or terms (special note: pricing must include guaranteed firm fixed prices for items requested.)
 - (h) Payment address or instructions (if different from mailing address)
 - (i) Acknowledgment of solicitation amendments (if any)
 - (j) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including points of contact with telephone numbers, and other relevant information)
 - (k) **Special Note:** *The Seller, by his response to this RFQ/RFP and accompanying signatures, confirms that the terms and conditions associated with this RFQ/RFP document have been agreed to and all of its attachments have been carefully read and understood and all related questions answered.*
4. **Forms:** Sellers (potential bidders or suppliers) must record their pricing utilizing the format found on Attachment "A". Sellers must sign the single hardcopy submitted and send to address listed on the cover page of this RFQ/RFP.
5. **Questions Concerning the Procurement.** All questions in regards to this RFQ/RFP to be directed to
- Vanessa Cooke
- at this email address:
- vcooke@rti.org
- The cut-off date for questions is
- Tuesday, May 31, 2016
6. **Notifications and Deliveries:** Time is of the essence for this procurement. Seller shall deliver the items or services no later than the dates set forth in the contract that will be agreed by both parties as a result of this RFQ/RFP. The Seller shall immediately contact the Buyer's Procurement Officer if the specifications, availability, or the delivery schedule(s) changes. Exceptional delays will result in financial penalties being imposed of Seller.
7. **Documentation:** The following documents will be required for payment for each item:
- (a) A detailed invoice listing Purchase Order Number, Bank information with wiring instructions (when applicable)
 - (b) Back up Time Sheets for employee
 - (c) All relevant receipts associated with expense reports incurred by employee.

8. **Payment Terms:** Refer to RTI purchase order terms and conditions found in www.rti.org/poterns, Payment can be made via wire transfer or other acceptable form. Sellers may propose alternative payment terms and they will be considered in the evaluation process.
9. **Alternative Proposals:** Sellers are permitted to offer “alternatives” should they not be able to meet the listed requirements. Any alternative proposals shall still satisfy the minimum requirements set forth in the scope of work.
10. **Inspection Process:** Each item or service shall be inspected prior to final acceptance of the item or service. All significant discrepancies, shortages, and/or faults must be satisfactorily corrected and satisfactorily documented prior to delivery and release of payment.
11. **Evaluation and Award Process:** The RTI Procurement Officer will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFQ/RFP will be most advantageous to RTI, price and other factors considered. The award will be made to the Seller representing the **best value** to the project and to RTI. For the purpose of this RFQ/RFP, price, delivery, technical and past performance are of equal importance for the purposes of evaluating, and selecting the “best value” awardee. RTI intends to evaluate offers and award an Agreement without discussions with Sellers. Therefore, the Seller’s initial offer should contain the Seller’s best terms from a price and technical standpoint. However, RTI reserves the right to conduct discussions if later determined by the RTI Procurement Officer to be necessary.

The evaluation factors will be comprised of the following criteria:

- (a) **PROPOSED COST of SERVICES**. Proposals will be evaluated based on the information submitted in response to the budget estimate to provide the services as outlined in the attachment named “Statement of Work” of this RFP.
 - (b) **DELIVERY**. Proposed Project Schedule: Proposals will be evaluated based on the information submitted in response to the “Proposed Project Schedule” in “Statement of Work” of this RFP
 - (c) **TECHNICAL**. Project Approach and Understanding: Proposals will be evaluated based on information as provided in response to “Statement of Work” of the RFP.
 - (d) **PAST PERFORMANCE** - Seller can demonstrate capability and resources to provide the services requested in this solicitation and based on the relevant services as outlined in the “Statement of Work” of this RFP
12. **Award Notice.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful supplier within the time acceptance specified in the offer, shall result in a binding contract without further action by either party.
 13. **Validity of Offer.** This RFP in no way obligates RTI to make an award, nor does it commit RTI to pay any costs incurred by the Seller in the preparation and submission of a proposal or amendments to a proposal. Your proposal shall be considered valid for 6 months after submission.



3040 Cornwallis Road ■ PO Box 12194 ■ Research Triangle Park, NC 27709-2194 ■ USA
Telephone 919.541.6000 ■ Fax 919.541.5985 ■ www.rti.org

14. **Representations and Certifications.** Winning suppliers under a US Federal Contract are required to complete and sign as part of your offer RTI Representations and Certifications for values over \$10,000.
15. **Anti- Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to ethics@rti.org. You may report a suspected violation anonymously.

Acceptance:

Seller agrees, as evidenced by signature below, that the seller's completed and signed solicitation, seller's proposal including all required submissions and the negotiated terms contained herein, constitute the entire agreement for the services described herein. Additionally, the bidder confirms he has a complete understanding of the specifications and fully intends to deliver items that comply with the above listed specifications.

By: *(Seller Company Name)*

Signature: _____

Title:

Date:



Attachment B: Proposal Requirements Table

The table below presents instructions and due dates for documentation related to this proposal. This documentation is provided in Appendices B1 through B6.

Item	Instructions	Appendix Number	Due Date
Company Profile	Please complete and return the attached Company Profile Information Form.	B1	Tuesday, June 7
Statement of Work	Attached is the statement of work.	B2	N/A
Job Description	Attached is the job description of the employee that RTI is currently recruiting.	B3	N/A
RTI Terms and Conditions	Please note any exceptions to RTI's standard terms and conditions using the "track changes" feature in Microsoft Word. Please confirm in the Proposal response if all proposed terms are acceptable to your organization.	B4	Tuesday, June 7
Past Performance Template	Please provide three examples of past performance as described in the statement of work. Please incorporate examples of work performed under a similar scope of work.	B5	Tuesday, June 7
No Bid	Please provide a completed "no bid" form if your firm decides not to participate in this solicitation.	B6	Tuesday, May 31



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Attachment B1: Company Profile

SUPPLIER SELF-CERTIFICATION FORM

FOR RTI VENDORS, SUBCONTRACTORS, PARTNERS, AND CONSULTANTS: "SUPPLIERS"

RTI is accountable for accurately reporting 3rd party spending to its clients, therefore your assistance is required as follows:

Please complete sections 1 and 2 of this form, sign, date, and then fax or scan/email this form back to the designated RTI representative listed in section 3 below.

SECTION 1

RTI Supplier Name		DUNS #	
Contact Name		NAICS code ¹	NAICS for product/service supplied to RTI
Contact Email			

SECTION 2 Check ALL that apply to your company:

Small Business Classification Status Criteria ² 1) For profit. 2) U.S. based. 3) Any legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative with no more than 49% participation by foreign business entities.	<input type="checkbox"/> Small Business Concern (SB) <input type="checkbox"/> Small Disadvantaged Business ² ✓ Economically disadvantaged: The net worth of the business owner(s) must be less than \$750,000 after taking into account the exclusion set forth in 13-C.F.R.-124.104(c)(2). ✓ Socially disadvantaged: African American, Asian American, Native American, or Hispanic American. <input type="checkbox"/> Woman-Owned Small Business ² <input type="checkbox"/> Veteran-Owned Small Business ³ <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business ³ <input type="checkbox"/> HUBZone Certified (Historically Underutilized Business Zone) ⁴ <input type="checkbox"/> Alaska Native Corporation or Indian Tribes
If <u>not</u> a Small Business, then check one:	<input type="checkbox"/> Large Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Foreign/Other (including Gov't) <input type="checkbox"/> HBCU/MI⁵
Sign and Date REQUIRED >	<p>Federal Laws and Regulations provide penalties for vendor misrepresentation of size and status information. The applicable provisions can be found in 48-C.F.R.-52.219-1 and 15 U.S.C. 645(d).</p> <p>Signed by owner or authorized officer _____ Date _____</p> <p>Print Name: _____</p>

¹ Find your primary North American Industry Classification System (NAICS) code at www.census.gov/naics

² The firm must be 51% or more owned and control by one or more disadvantaged persons; determine business size status according to the SBA guidelines available at www.sba.gov/size and 13-C.F.R.-121

³ Service Disabled/Veteran-Owned Small Businesses must attached a copy of the Military Service Record DD Form 214

⁴ HUBZone firm must be listed on www.sam.gov otherwise attach a copy of the HUBZone certification issued by the US SBA

⁵ Historically Black Colleges and University (HBCU) or Minority Institutions (MI).



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Attachment B2: Statement of Work

Statement of Work

Background

Research Triangle Institute (RTI) International is an independent organization dedicated to conducting innovative, multidisciplinary research that improves the human condition. With a worldwide staff of more than 4,000 people, RTI offers innovative research and development and a full spectrum of multidisciplinary services. The Health Policy Plus Project (HP+) is a USAID-funded project that strengthens developing country national and sub-national policy, advocacy, and governance for strategic, equitable, and sustainable health programming. HP+ focuses on key health issues—namely, family planning/reproductive health (FP/RH), HIV, and maternal health—while also promoting health systems strengthening and program integration.

RTI is supporting the HP+ Pakistan Field Office through a Health Governance/Public Administration Advisor. The purpose of this Statement of Work is to identify a staffing firm to provide full onboarding and management services in compliance with all local Pakistan laws and regulations for a period of 14 months with the possibility to extend if applicable.

Staffing services

Cost Model: Fixed Rate Agreement

Services Requirements: The Supplier will provide health governance personnel and services as required by RTI. The services RTI requires include working with the Health Policy Plus (HP+) Pakistan Field Program in its efforts to support the Sindh Provincial Government to support implementation of recent devolution regulations and policies.

RTI will provide general and project-specific training for the Supplier's Employee. RTI will provide the day to day oversight of its employee. RTI will provide feedback to the Supplier on performance of services by the staff, against general and project-specific survey specifications. Supplier will be responsible for disciplinary actions and performance management of Supplier's Employees.

This SOW covers one full-time health governance advisor to work on the Health Policy Plus (HP+) project, based in Karachi.

Technical Requirements

1. Supplier will be the employer of record and shall and will be responsible for payroll, expense reimbursement processing and invoicing. Supplier's systems should allow the ability to provide the employee's signed time sheet as part of the back up to your invoicing. The employee will perform their work in the HP+ Karachi, Pakistan office.
2. Supplier will provide full on-boarding services, including providing employee with any employee resources, handbook, and/or required training, and collecting and filing all payroll related documents.
3. Supplier shall issue payroll and process any associated taxes for employee according to local Pakistan laws. Supplier shall provide all services and administer benefits in accordance with all local labor laws as well as demonstrate compliance with all statutory payments and program participation in Pakistan. (e.g. social insurance, tax withholdings, etc.)

4. Supplier shall administer benefits and set pay rates schedule and administer increases based on budget and performance inputs established by RTI.
5. Supplier must be registered in Pakistan.
6. Equipment shall be provided by RTI or HP+.

Pricing Requirements

In preparing your proposal, the Bidder shall develop and submit cost/pricing information in accordance with the following descriptions and instructions:

1. **Fixed Rate per Month:** The Fixed Monthly Billing Rate should be billed monthly for providing the employer of record services for RTI International. This fixed rate will be charged per employee to administer salaries, benefits and any expenses incurred and reimbursed to the employee.



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Attachment B3: Job Description

Position Description

Health Policy Plus (HP+) Technical Advisor, Health Governance/Public Administration Advisor

Position Summary

Research Triangle Institute (RTI) International is an independent organization dedicated to conducting innovative, multidisciplinary research that improves the human condition. With a worldwide staff of more than 4,000 people, RTI offers innovative research and development and a full spectrum of multidisciplinary services. The Health Policy Plus Project (HP+) is a USAID-funded project that strengthens developing country national and sub-national policy, advocacy, and governance for strategic, equitable, and sustainable health programming. HP+ focuses on key health issues—namely, family planning/reproductive health (FP/RH), HIV, and maternal health—while also promoting health systems strengthening and program integration.

RTI International's Global Health Division (GHD) is seeking applicants for a Health Governance/Public Administration Advisor to support the HP+ Pakistan Field Program. GHD is an expanding division at RTI which currently has a staff of 450 with work in over 20 countries, including regional offices in Nairobi, Kenya, Jakarta, Indonesia, and San Salvador, El Salvador.

The technical advisor will be responsible for providing content knowledge, technical assistance, consultation, and support in the implementation of devolution regulations and policies in regards to family planning in Sindh Province. Knowledge and use of governance tools and frameworks for devolved contexts, participatory approaches, and consensus building will be key. Moreover, the technical advisor will liaise with various stakeholders in Sindh province from the public health sector, other Sindh province government offices, and USAID and implementing partners through workshops, meetings and consultations, aimed at translating devolution policy into implementation. The full-time position will be based in Karachi, Pakistan.

The position is restricted to Pakistani nationals.

Responsibilities:

Provide technical assistance and support to the Sindh Provincial Government to support implementation of recent devolution regulations and policies. The advisor will undertake the following:

- Provide technical support to HP+ and Sindh Provincial Government on legislation, oversight, and accountability frameworks for family planning, including assessing capacities for achieving Sindh Province's family planning goals, and alignment of roles and responsibilities with existing legislation and capacities.
- Provide technical assistance to HP+ to understand landscape and political economy of the family planning sector.
- Provide technical assistance to selected Province-level structures, District Level Authorities and available local-level structures to plan and implement devolved family planning governance and management functions.
- Support capacity building efforts for PWD and DOH to develop analytic and operational skills related to governance and management in a decentralized health system.
- Provide technical assistance to PWD in coordination meetings at provincial level

- Actively contribute to the development of annual work planning, design, implementation, and reporting related to project technical activities.
- Provide assistance within the project team on monitoring and evaluation (M&E) and documentation of project results.
- Respond to ad-hoc technical requests from the Government of Sindh and USAID

Skills Required

- Demonstrated success providing technical leadership and advice to national and sub-national government counterparts in the health sector.
- Demonstrated strength and experience providing technical assistance and writing technical reports in the health sector.
- Proven ability to work collaboratively and build consensus across diverse sets of stakeholders.
- Experience in client relationship management, reporting, program work planning, program budgeting and financial management, and program implementation, as related to international project implementation is preferred.
- Professional and diplomatic demeanor and conduct, especially during interactions with the client and its constituents.
- Ability to anticipate, respond and adapt quickly to changing requirements and competing demands.
- Ability to take initiative and/or respond independently to situations.
- Excellent written and verbal communication skills; strong technical writing skills.
- Ability and willingness to travel within Pakistan.

Minimum Qualifications:

- Master's Degree or higher in public administration, public health, public policy, or a related technical degree.
- Minimum of 9-11 years of experience in applied public administration supporting decentralization and/or legislative reform efforts in Pakistan and/or South Asia (including public management reform, intergovernmental relations, administrative systems change).
- Minimum of 5 years of experience in the health sector.
- Prior experience working with USAID-funded programs preferred.
- Experience working with the Population Welfare Department in Sindh or Department of Health strongly desired.
- Written and oral fluency in Urdu and English is required; written and oral fluency in Sindhi is required.

How to Apply:

Submit a detailed CV and cover letter to alipsky@rti.org. Please include job title in the subject line of the email.

Deadline for accepting applications is 11:59 PM, June 6, 2016.

Only short listed applicants will be contacted. RTI is proud to be an EEO/AA employer M/F/D/V.

For more information about RTI's work in global health, visit www.rti.org/globalhealth.



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Attachment B4: RTI Terms and Conditions

RTI PURCHASE ORDER TERMS AND CONDITIONS

1.0 DEFINITIONS

“**Agreement**” means the PO, these terms, and any other mutually executed agreement between Supplier and RTI under which this PO is issued.

“**Client**” means the US government or another client of RTI.

“**PO**” means the purchase order issued by an authorized RTI representative.

“**Prices**” means the agreed upon payment and currency for the performance of Services or the supply of Products, including all applicable fees, payments and Taxes.

“**Products**” means products specified by RTI in the Agreement.

“**RTI**” means Research Triangle Institute, with its principal place of business at 3040 Cornwallis Road, Research Triangle Park, NC 27709 and its subsidiaries.

“**Services**” means services specified by RTI in the Agreement.

“**Taxes**” means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of Services or the supply of Products hereunder.

“**Terms**” means the terms and conditions specified in the Agreement.

“**Supplier**” means a party receiving a PO from RTI which references the Terms.

2.0 SCOPE

2.1 Performance

Supplier shall perform Services and supply Products specified in the Agreement for the Prices set forth therein and pursuant to the delivery timeframes set forth by RTI. When specified by RTI, Supplier shall comply with the geographic code requirements as set forth by the Client. Supplier will ensure that it does not engage in any procurement activity from the following countries: Cuba, Laos, Iran, North Korea, and Syria. Supplier shall be responsible and accountable for all RTI or Client provided property and, where applicable, Supplier shall comply with the requirements of 48 C.F.R. 45.5 with respect to such property. Supplier assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, RTI or Client property upon its delivery to Supplier employees. In the event of loss, damage or destruction of RTI or Client property by Supplier, RTI may initiate an equitable adjustment to the Prices in favor of RTI. RTI may direct changes to the Agreement in writing, and Supplier shall comply immediately with such direction. If RTI directed changes increase or decrease the cost or time required for Supplier to provide deliverables under the Agreement, the parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease.

2.2 On Time Delivery

Time is of the essence in Supplier’s delivery of Products and performance of Services. Supplier will promptly notify RTI if it is unable to comply with the delivery or performance date specified in the Agreement. If Supplier fails to deliver or perform on time, and the parties are unable to mutually agree to an extension of time, Supplier will be liable for actual and reasonable costs and damages Buyer incurs as a result of the late delivery or performance.

2.3 Personnel

Where certain Supplier personnel are identified by RTI as “key personnel,” Supplier agrees that such key personnel’s involvement in the performance of Supplier’s responsibilities under the Agreement is essential to Supplier’s satisfaction of its responsibilities hereunder. Supplier will not replace key personnel without RTI’s prior written consent.

3.0 PAYMENT

3.1 Invoicing

Supplier certifies that each invoice issued by it shall be based solely on Services actually performed by Supplier ordered pursuant to a PO, and that no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law). RTI shall make any payments due under this Purchase Order within thirty (30) calendar days after its receipt of a proper invoice from Supplier provided such invoice from Supplier complies with all requirements, which may be amended from time to time after this Agreement's execution, delineated at the following link: www.rti.org/files/invoice-payment.pdf. All taxes applicable to the proceeds received by Supplier shall be the liability of Supplier, and RTI shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. RTI shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted by RTI. In accordance with law, RTI shall annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by RTI to Supplier. Gross annual payments shall be the total compensation for labor and reimbursement of expenses; therefore, it is the Supplier's responsibility to retain copies of expenses incurred during the performance of services under this Purchase Order for tax reporting purposes. It is the Supplier's responsibility to determine if a value added tax (VAT) is applicable to services provided to RTI, and to timely remit the VAT charged to RTI per the invoicing instructions included herein. The invoice tendered to RTI for payment shall comply with the applicable local country's VAT regulations. Supplier will keep records to validate invoices hereunder for a period not less than five (5) years from the date of the relevant invoice. RTI reserves the right to audit all invoices, and Supplier shall afford reasonable access to all supporting documentation to enable RTI to do so.

3.2 Inspection and Reporting

RTI and Client have the right to inspect and evaluate the work performed or being performed under the Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If either RTI or the Client performs inspection or evaluation on the premises of Supplier or its lower tier subcontractors, the Supplier shall furnish and require its subcontractors to furnish all reasonable facilities and assistance for the safe and convenient operation of these duties. Supplier shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of the Agreement. Supplier agrees that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized delegates of RTI. Supplier shall retain all such records concerning the Agreement for a period of three (3) years after the completion of the Agreement. If any litigation, claim or audit is started before the expiration date of this three-year period, Supplier will retain such records until all litigation, claims or audit findings involving the records have been resolved. Supplier shall submit annually an "Interim" and "Final" report (pursuant to timeframes specified by RTI and including Supplier name, contact information, PO number, amount of foreign taxes assessed for each foreign government, and amount of any foreign taxes reimbursed by each foreign government) on the amount of foreign taxes, as of the date of each report, charged by a foreign government on commodity purchase transactions valued at \$500 (US Dollars) or more financed with U.S. Government funds under the PO during the prior U.S. Government fiscal year, and the amount reimbursed by the foreign government. Negative reports are required for each period.

4.0 WARRANTIES

In accepting this Purchase Order, the Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Supplier during the life of this Purchase Order must be reported immediately to RTI. The Supplier agrees to incorporate the Debarment and Suspension certification into any lower-tier subcontract or Purchase Order that they may enter into as a part of this Purchase Order. Supplier warrants that it is not aware of any facts or circumstances that might indicate the existence of or give rise to actual or potential organizational conflicts of interest, where due to such organizational conflict, Supplier is unable to render impartial assistance or advice. Supplier warrants that it has all the rights necessary to perform Services and supply Products under the Agreement and that it shall perform its responsibilities under the Agreement in a professional and highly skilled manner and to standards not less than those generally accepted in Supplier's industry. Supplier warrants that Products and Services are merchantable, fit for use for the particular purpose specified by RTI, and comply with the warranties, specifications and requirements of the

Agreement. Supplier warrants that Products supplied hereunder will remain fully functional and operational for at least twelve (12) months after delivery to RTI, and any longer periods pursuant to the manufacturer's warranty period applicable to such Products. The price/budget amount contained in this PO does not exceed that charged by Supplier to any other customers or clients, including the U.S. Government, for similar quantities of like items or services to be rendered.

5.0 INTELLECTUAL PROPERTY

Supplier grants RTI all rights and licenses necessary for RTI to use the Products or Services. The parties acknowledge and agree that all Services shall be deemed to be "works for hire", with all intellectual property rights therein vesting in RTI, unless otherwise mutually agreed. Supplier agrees to irrevocably transfer and assign all such rights to RTI, and comply with all reasonable requests by RTI to affect such transfer and assignments.

6.0 COMPLIANCE

6.1 Laws

Supplier shall comply with all laws and regulations of Federal, State, or local governments, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations ("ITAR"), the Department of Commerce and the Export Administration Act ("EAA"), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control. Supplier shall give all notices and obtain all permits and licenses required under such laws. The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. 78dd-2", et seq., make it unlawful for U.S. concerns, as well as their officers, directors, employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Supplier acknowledges and understands that Supplier must comply fully with the anti-bribery provisions of the FCPA. Specifically, Supplier understands and agrees that it shall be unlawful for Supplier to pay, promise to pay (or authorize to pay or offer) money or anything of value to a foreign official in order to assist RTI in obtaining or retaining business for or with, or directing business to, RTI. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity. Supplier understands all applicable laws relating to kickbacks. Supplier agrees to periodically verify its compliance with such laws and to inform RTI immediately of any violations thereof. The provisions of 48 C.F.R. 52.222-50, Combating Trafficking in Persons, apply to Supplier and have the same effect as if they were stated in their full text. Supplier is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Supplier to ensure compliance with these Executive Orders and laws.

6.2 Equal Opportunity (Applicable to Purchase Orders funded via Federal Contracts)

During the performance of this Purchase Order, Supplier agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, applicable provisions of Executive Order (herein "E.O.") 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, E.O. 13496 and respective regulations including 41 CFR 60-1.4, 41 CFR 61-300.10, 29 CFR Part 471 Appendix A to Subpart A, 41 CFR 60-300.5 (Supplier and lower-tier subcontractors and Suppliers shall abide by the requirements of 41 CFR 60-300.5(a) if if/when a Purchase Order exceeds \$100,000. This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors, subcontractors, lower-tier subcontractors and Suppliers to employ and advance in employment qualified protected veterans) and 41 CFR 60-741.5 (Supplier and lower-tier subcontractors and Suppliers shall abide by the requirements of 41 CFR 60-741.5(a) if/when a Purchase Order exceeds \$10,000. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors, subcontractors, lower-tier subcontractors and Suppliers to employ and advance in employment qualified individuals with disabilities.). The above-mentioned referenced regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors, subcontractors, lower-tier subcontractors and Suppliers take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national

origin, protected veteran status or disability. These equal opportunity clauses, and the employee notification clause, are hereby incorporated by reference.

6.3 Exports

“Export-controlled items,” as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes: (1) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and (2) “Items,” defined in the EAR as “commodities”, “software”, and “technology,” terms that are also defined in the EAR, 15 CFR 772.1. The Supplier shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the U.S. Department of State in accordance with the ITAR. The Supplier shall consult with the U.S. Department of State regarding any questions relating to compliance with the ITAR and shall consult with the U.S. Department of Commerce regarding any questions relating to compliance with the EAR. The Supplier's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause. Nothing in the terms of this Agreement adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to:

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) Executive Order 13222, as extended.

In the event an individual Purchase Order issued pursuant to this Agreement is likely to involve Export-controlled items, additional requirements and information may be included in such a Purchase Order, including affirmatively stating whether the Export-controlled item are to be regulated by the U.S. Department of State or the U.S. Department of Commerce. Supplier shall notify RTI if any deliverable under this Agreement or an individual Purchase Order is restricted by export control laws or regulations. Supplier shall immediately notify the RTI if Supplier is, or becomes listed in any Denied Parties List or if Supplier’s export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR. Where Supplier is a signatory under a RTI export license or export agreement, Supplier shall provide prompt notification to the RTI in the event of changed circumstances including but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect Supplier’s performance under this Agreement or a Purchase Order. Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expense, including attorney’s fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Supplier, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this Article. The Supplier shall include the substance of this clause in all lower-tier Agreements.

6.4 Environment

Supplier must operate in a manner that complies with national and local environmental laws, regulations and standards including, but not limited to, laws related to air emissions, waste management, recycling, water discharge, toxic substances and hazardous waste disposal.

6.5 RTI Requirements

Supplier will ensure that its employees, agents, or designees, when in or upon RTI's premises, shall obey all ethics and business conduct, workplace health, safety and security rules and regulations established by RTI, regarding the conduct of its own employees and any additional rules and regulations established by RTI for non-employees, including without limitation, security rules, and regulations. Supplier shall certify that their company has a practice and a process to verify the legal status of all employees and by certifying assures RTI that all employees assigned to support RTI with access to our facilities are legally able to work in accordance with the laws applicable to such location. Supplier will obtain and track citizenship and immigration status of employees performing work for RTI.

Supplier shall maintain records of employees' citizenship or immigration status described above for all employees or the employees of Supplier's subcontractors assigned to perform work for RTI at any RTI location. The records shall be kept current at all times and shall be available and accessible for review and audit upon request.

6.6 Standards of Ethics and Business Conduct

RTI has established very high ethical standards for our employees. RTI considers adherence to the RTI Code of Conduct as well as strict observance of all applicable U.S. and non U.S. laws and regulations to be not only a legal requirements but more than that, an ethical obligation for all. While performing as an RTI Supplier, Supplier is expected to adopt and comply with these same standards. As a result, this Agreement incorporates by reference, with the same force and effect as if it was given in full text, RTI's "Code of Conduct." The applicable standards can be accessed on the RTI website at <http://www.rti.org/pubs/CodeConduct.pdf>. Upon request, RTI can provide paper copies of these standards. If Supplier has a good faith reason to believe that any violation of the Code of Conduct has been committed by an employee(s) of RTI, Consultant shall report such violation to RTI by calling the RTI's Ethics Helpline toll-free at 1-877-212-7220 or sending an e-mail to Ethics@rti.org.

6.7 Representations and Certifications (Applicable to Purchase Orders funded via Federal Contracts)

As set forth below, and then renewed on an annual basis for the duration of this Agreement, Supplier shall provide current, accurate and complete representations and certifications. It shall be Supplier's responsibility to complete the RTI-provided Representations and Certifications form on annual basis as measured from the date the Representations and Certifications were initially made, and also to ensure the continued accuracy of Supplier's Representations and Certifications. In the event the status of any item which Supplier represented or certified changes prior to Supplier's required annual renewal, Supplier shall promptly notify RTI, which shall be no later than five (5) business days after said change in status. Supplier shall be required to complete an RTI-provided Representations and Certifications form at the earlier of following events: During the initial proposal with RTI in response to a U.S. Government solicitation; or prior to Agreement execution.

6.8 Anti-Kickback (Applicable to Purchase Orders funded via Federal Contracts)

Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to RTI's employees, associates, agents or representatives for the purpose of securing this Agreement, an individual Purchase Order or securing favorable treatment under this Agreement. The Anti-Kickback Act of 1986, as referenced in FAR 52.203-7, is hereby incorporated into this Agreement as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in paragraph (b) of FAR 52.203-7, may have occurred, you should report this suspected violation to Research Triangle Institute's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to Ethics@rti.org. Supplier may report a suspected violation anonymously. As prescribed in FAR 52.203-7 (Anti-Kickback Procedures), and as later as amended, Supplier shall adhere to the following requirements and regulations for all Purchase Orders exceeding \$150,000 which are funded via Federal Contracts:

A. Definitions

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, subcontractor employee, Supplier, Supplier employee or consultant for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime Contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action, including purchase orders, task orders and consultant contracts, entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person, Supplier or consultant who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor, Supplier or consultant.

B. Regulation and Supplier Obligation

The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

C. Administrative Procedures and Considerations

(1) The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in Paragraph B of this clause in its own operations and direct business relationships.

(2) When the Supplier has reasonable grounds to believe that a violation described in Paragraph B of this clause may have occurred, the Supplier shall promptly report in writing the possible violation to RTI.

(3) The Supplier shall cooperate fully with RTI and any Federal agency investigating a possible violation described in Paragraph B of this clause.

(4) RTI may (i) offset the amount of the kickback against any monies owed by the United States under the Subcontract and/or (ii) direct that the Supplier withhold from sums owed a lower-tier subcontractor under the Subcontract the amount of the kickback. RTI may order that monies withheld under subdivision (C)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (C)(4)(i) of this clause. In either case, the Supplier, via RTI, shall notify the Contracting Officer when the monies are withheld.

(5) The Supplier agrees to incorporate the substance of this clause, including subparagraph (C)(5) in all subcontracts under this Subcontract which exceed \$150,000.

6.9 Employment Eligibility Verification (Applicable to Purchase Orders funded via Federal Contracts)

As prescribed in FAR 52.222-54 (Employment Eligibility Verification), and as later as amended, Subcontractor shall adhere to the following requirements and regulations for all Purchase Orders exceeding \$3,000 which are funded via Federal Contracts:

A. Definitions (as used in this clause)

“Commercially available off-the-shelf (COTS) item”—(1) Means any item of supply that is— (i) A commercial item (as defined in paragraph (1) of the definition at 2.101); (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the Subcontract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a Subcontract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a Subcontract if the employee— (1) Normally performs support work, such as indirect or overhead functions; and (2) Does not perform any substantial duties applicable to the Subcontract.

“**Subcontract**” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a subcontract. It includes but is not limited to purchase orders, task orders, consultant contracts and changes and modifications to purchase orders, task orders and consultant contracts.

“**Subcontractor**” means any supplier, distributor, Supplier, consultant or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“**United States**,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

B. Enrollment and Verification Requirements

(1) If the Subcontractor is not enrolled as a Federal Contractor in E-Verify at time of Subcontract award, the Subcontractor shall—(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of Subcontract award; (ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the Subcontract, within 3 business days after the date of hire (but see paragraph B (3) of this section); and (iii) *Verify employees assigned to the Subcontract*. For each employee assigned to the Subcontract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the Subcontract, whichever date is later (but see paragraph B (4) of this section).

(2) If the Subcontractor is enrolled as a Federal Contractor in E-Verify at time of Subcontract award, the Subcontractor shall use E-Verify to initiate verification of employment eligibility of (i) *All new employees*. (A) *Enrolled 90 calendar days or more*. The Subcontractor shall initiate verification of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the Subcontract within 3 business days after the date of hire (but see paragraph B (3) of this section); or (B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Subcontractor shall initiate verification of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the Subcontract, within 3 business days after the date of hire (but see paragraph B (3) of this section); or (ii) *Employees assigned to the Subcontract*. For each employee assigned to the Subcontract, the Subcontractor shall initiate verification within 90 calendar days after date of Subcontract award or within 30 days after assignment to the Subcontract, whichever date is later (but see paragraph B (4) of this section).

(3) If the Subcontractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Subcontractor may choose to verify only employees assigned to the Subcontract, whether existing employees or new hires. The Subcontractor shall follow the applicable verification requirements at B (1) or B (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the Subcontract.

(4) *Option to verify employment eligibility of all employees*. The Subcontractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the Subcontract. The Subcontractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of— (i) Enrollment in the E-Verify program; or (ii) Notification to E-Verify Operations of the Subcontractor’s decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Subcontractor shall comply, for the period of performance of this Subcontract, with the requirement of the E-Verify program MOU. (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Subcontractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Subcontractor will be referred to a suspension or debarment official. (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Subcontractor is excused from its obligations under paragraph B of this clause. If the suspension or debarment official determines not to suspend or debar the Subcontractor, then the Subcontractor must reenroll in E-Verify.

C. Web Site

Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

D. Individuals Previously Verified

The Subcontractor is not required by this clause to perform additional employment verification using E-Verify for any employee—(1) Whose employment eligibility was previously verified by the Subcontractor through the E-Verify program; (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

E. Subcontracts

The Subcontractor shall include the requirements of this clause, including this paragraph E (appropriately modified for identification of the parties), in each subcontract that— (1) Is for— (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

7.0 EXCHANGE OF INFORMATION

7.1 Confidentiality

Confidential Information means any information made available to, disclosed to or otherwise made known to Supplier as a result of the services under the Agreement that (i) is marked as confidential or (ii) is designated as such at the time of disclosure, or (iii) that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information may be used by Supplier or its employees only for purposes of performing the obligations hereunder, and such persons shall be advised of the obligations set forth in this Agreement and shall agree to be obligated in like manner. Supplier shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of the disclosing party and shall use at least the same degree of care in safeguarding the Confidential Information as the party uses in safeguarding its own confidential information but in no event less than a reasonable standard of care.

7.2 Publicity

Notwithstanding the foregoing, Supplier shall not, without RTI's prior written approval: (1) disclose or use, in any advertising, sales promotion materials, press releases, or any other publicity matters, the name "RTI International", or any variation thereof or language from which the connection of said names may be implied, (2) disclose or advertise in any manner the nature of the Agreement or any of any of the transactions between the parties, or, (3) disclose any business personal information relating to RTI employees for any purpose other than its responsibilities under the Agreement. The restrictions in this Section 7.0 shall survive the termination or expiration of the Agreement.

8.0 INSURANCE

As a minimum, Supplier shall, at its sole cost and expense, provide and maintain the following insurance coverage and insurance coverage limits: (1) Worker's Compensation: Supplier shall provide and maintain worker's compensation insurance as required by the laws of the applicable jurisdiction, as well as employer's liability coverage with minimum limits of \$1,000,000 (or an equivalent value in the local currency), covering all of Supplier's employees who are engaged in any work under the Agreement; and if any work is subcontracted, Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the Agreement, (2) Commercial General Liability: Supplier shall maintain general liability coverage on a comprehensive broad form on an occurrence basis in the minimum amount of \$1,000,000 (or an equivalent value in the local currency) combined single limit (where the defense is in excess of the limit of liability); (3) Automobile: Supplier shall maintain automobile liability insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Agreement, and the minimum combined single limit shall be \$1,000,000 (or an equivalent value in the local currency) bodily injury and property damage, including: (a) \$500,000 (or an equivalent value in the local currency) uninsured/underinsured motorist; and (b) \$5,000 (or an equivalent value in the local currency) medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the

Supplier under the Agreement. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage in accordance with the governing jurisdiction(s). Supplier shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with applicable laws or the Agreement. The limits of coverage under each insurance policy maintained by Supplier shall not be interpreted as limiting the Supplier's liability and obligations under the Agreement. In addition, Supplier represents and warrants that, it shall maintain insurance and limits as stipulated above and RTI shall be listed as an "additional insured" on the Supplier's certificate of insurance. At RTI's request, Supplier shall furnish RTI with a certificate of insurance depicting the insurance requirements set forth in this section. RTI reserves the right at any time to immediately terminate the Agreement, or any portion thereof, if in RTI's opinion such insurance coverage is inadequate.

9.0 LIABILITY

Supplier shall indemnify, defend and hold RTI and RTI's Client free and harmless from any losses, damages, liabilities and costs (including, without limitation, legal fees and disbursements), which are attributable to any act or omission of Supplier and/or any of Supplier's employees, subcontractors, or subcontractors' employees, and which are in any way connected with or related to the Agreement. To the extent permitted, in no event will RTI be liable to Supplier for incidental or consequential damages. Supplier is solely liable to third parties for all costs incurred by Supplier.

10.0 TERM AND TERMINATION

10.1 Term

The term of the PO shall commence on the date specified at the top of the PO and shall continue until such time Supplier completes all its responsibilities under the PO, unless sooner terminated as provided hereinafter. All obligations and liabilities which, by their nature, are intended to survive the expiration or the earlier termination of the PO shall remain in effect beyond any expiration or termination.

10.2 Termination for Convenience

Upon thirty (30) days written notice to Supplier, RTI may terminate this Agreement in whole or in part, whether or not Supplier is in default of any of its obligations hereunder. Upon such cancellation, Supplier agrees to waive any claim for damages, including loss of anticipated profits on account hereof. However, RTI agrees that Supplier shall be paid an amount which when added to all installments previously paid will equal the sum of all costs properly incurred up to the date of cancellation, plus earned profit on such incurred costs, and any reasonable cost incurred as a result of such cancellation as agreed to between RTI and Supplier. In no event shall such payments be greater than the original Prices. All earned profit shall bear the same relationship to such incurred costs as the profit increment of the purchase price bears to the cost increment of such purchase price.

10.3 Termination for Default

If either party shall be in default of the Agreement and such default shall continue for more than twenty (20) days after notice thereof is given to the party in default, the party not in default shall be entitled to immediately terminate the Agreement upon written notice. The election to terminate shall not be construed to be an election of remedies or a waiver thereof, and the party not in default shall be entitled to each and every other remedy available at law and/or in equity. The failure to object to an act of default shall not be deemed a waiver thereof.

10.4 Bankruptcy

If Supplier shall be declared insolvent or bankrupt, or if any assignment of its property shall be made for the benefit of creditors or otherwise, or if its interest herein shall be levied upon under execution or seized by virtue of any writ of any court, or if a petition is filed in any court to declare Supplier bankrupt and not dismissed within sixty (60) days, or if a trustee in bankruptcy, receiver or receiver-manager or similar officer is appointed for Supplier or for any of Supplier's assets, then RTI may, at its option, terminate, without charge, the Agreement or a portion thereof and shall thereupon be free from all liability under the Agreement. The ability of RTI to terminate in such instances shall be subject to the applicable bankruptcy and insolvency statutes.

10.5 Stop-Work Order

RTI may, by written order to Supplier, require Supplier to stop all, or any part, of the work called for by the Agreement. The order shall be specifically identified as a stop-work order. Upon receipt of the order, Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. At the expiration of the work stoppage period, RTI shall either terminate in accordance with the provisions of this Agreement or provide notice to Supplier to continue work. In the event notice is given to continue work, Supplier and RTI shall agree on any equitable adjustments to Prices or delivery schedules for Products or Services affected by the work stoppage.

11.0 GENERAL

11.1 Assignment and Subcontracts

Supplier shall not assign or subcontract any portion of its rights, duties, and/or obligations under the Agreement unless RTI, in its sole discretion, grants Supplier written permission to do so. Notwithstanding any such consent, Supplier shall continue to be fully responsible and liable for full performance of all obligations assumed by it hereunder.

11.2 Excusable Delays

Neither Party shall be in default because of any failure to perform under the terms of this Agreement if the failure arises from any incident or circumstance beyond the affected Party's control and without the fault or negligence of the affected Party, such as but not limited to the following acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the affected Party. "Default" includes failure to make progress in the work so as to endanger performance. If any such case occurs, the Party claiming relief shall notify the other party in writing of the circumstances causing such delay or failure and provide an estimate of the impact on performance.

11.3 Relationship

Supplier acknowledges that the Agreement may have been issued by RTI under a contract with Client, but does not bind nor purport to bind the Client. In all respects and in the conduct of the work hereunder, Supplier is acting in the capacity of an independent contractor. The execution of the Agreement shall not (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between RTI and the Supplier; and (b) establish any privity of contract between the Supplier and Client. All communications regarding the Agreement must be directed to RTI and not to the Client. Any dispute arising under this Agreement shall be settled by mutual agreement of the parties. If the parties cannot resolve the dispute amongst themselves within a reasonable time, the parties may, by mutual agreement, settle such dispute by arbitration in accordance with the Rules of the American Arbitration Association in the City of Raleigh, North Carolina, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. Pending completion of the Agreement or final resolution of a dispute which releases Supplier from performance hereunder, the Supplier shall, at all times, proceed diligently with the performance of the Agreement.

11.4 Interpretation

The Agreement and these Terms shall be construed and interpreted in accordance with the laws of the State of North Carolina. If any Term herein is found to be unenforceable in any respect, the validity of the remaining Terms will be unaffected, provided that such unenforceability does not materially affect the parties' rights under Agreement. The failure of a party to enforce any provision herein, it shall not constitute a waiver of such provision or the right of such party to enforce such provision and every other provision. The Agreement and any documents incorporated specifically by reference including the Terms represent the entire agreement between the parties and supersede all prior oral or written statements or agreement. The Terms may be amended only by written amendments duly executed by RTI and Supplier. The Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

11.5 Controlling Language

This Agreement has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement. Additionally, the Agreement and all notices, communications and submittals between the parties pursuant to the implementation of this Agreement shall be in the

English language, unless otherwise directed in writing by RTI. All translation services, to include the physical presence of qualified translators, necessary for written or oral communications shall be provided by Supplier.

11.6 Order of Precedence

In the event of a conflict of terms in this Agreement, the order of precedence shall be as follows: (i) text on the face of the PO; (ii) terms set forth in a signed statement of work or task order; (iii) terms set forth in a signed document under which this PO was issued; (iv) the terms in this document; (v) Supplier's proposal, if incorporated in the purchase order by reference or otherwise.



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Telephone 919.541.6000 ■ Fax 919.541.5985 ■ www.rti.org

Attachment B5: Past Performance Template

Past Performance and Experience

Please provide a brief description of the organization and an outline of the recent experience of your client that is most relevant to the assignment as described in the statement of work.

A - Your Organization

Provide here a brief description of the background and organization of your company as it would relate to this statement of work.

B - Experience

1. List only previous similar assignments successfully completed in the last 2 years.

Duration of assignment	Assignment name/& brief description of main deliverables/outputs	Name of Client & contact information	Contact Information to include email and phone number.	Approx. Contract value (in US



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Attachment B6: No Bid



Election to Not Submit Proposal:

RFP-16-006

Electronic Assessment for Staffing Services: Pakistan

Please return this form by Tuesday, May 31 to vcooke@rti.org if you decide not to submit a proposal.

Supplier Name:	
Address:	
City:	
State:	
Zip Code:	
Country:	
Phone Number:	
Rationale for Election Not to Submit Proposal:	

Request for Proposal Declined By (please include name and title):	
Date:	