Request for Proposal (RFP)

Read Liberia Activity

Pre-Primary Data Collection
# Request for Proposal Summary

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Date of Issuance:</td>
<td>June 25, 2018</td>
</tr>
<tr>
<td>Date Questions Due From Bidders</td>
<td>June 28, 2018</td>
</tr>
<tr>
<td>Date Answers Due from RTI</td>
<td>July 2, 2018</td>
</tr>
<tr>
<td>Date Proposal Due:</td>
<td>July 10, 2018</td>
</tr>
</tbody>
</table>
| Method of Submittal: | 1. Submit proposal electronically via e-mail to: Julianne Norman juliannenorman@rti.org and Tara Weatherholt tweatherholt@rti.org (No hard copies required)  
2. The Bidder shall provide a quote for consideration for evaluation. The Bidder agrees to hold the prices in its offer firm for 90 calendar days from the date specified for the receipt of offers, unless another time is specified in an addendum to this RFP. |
| RFP Number:      | RFP-JL-18-00008 |
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ANNEX 6: Budget Template – Required for Proposal Submission ......................................................... 33
RTI International (RTI) seeks a firm that can provide the services as described in this Request for Proposal (RFP). Proposal submissions shall be made in accordance with the instructions outlined in this document. Bidders shall submit an electronic copy of the proposal to the individuals identified on the cover of the RFP. All proposals must be received by the time indicated on the RFP cover page. Proposals submitted not in accordance with the RFP Instructions contained herein will be considered non-responsive and will be rejected by RTI. This Request for Proposal in no way obligates RTI to award a subcontract, nor does it commit RTI to pay any costs incurred in the preparation and submission of a proposal or amendments to a proposal. RTI reserves the right to select any one, multiple or all services as a result of this RFP that are determined to be in the best interest of RTI. It is the intent of RTI to award this subcontract to one primary supplier, however, RTI reserves the right to select multiple suppliers for award if it is determined to be in the best interest of RTI.

Any questions concerning the RFP should be addressed in writing to the RTI contact as indicated on the RFP cover page; phone inquiries will not be entertained. Bidders must submit electronically and must ensure that their proposals are received by the deadline. Proposals should be written in English. RTI will not make exceptions for any delay and requests that bidders transmit with a “read receipt” to ensure acknowledgment by RTI. Late proposals will not be considered. Bidders must submit the offer in accordance with the instructions contained herein, stating that quoted fixed price(s) shall remain valid for a minimum period of 90 days.

1. **Proposal Overview**
   RTI seeks a firm to provide the services as described in the Statement of Work attached hereinbelow. This RFP may result in the award of one Contract to the Bidder who offers the best overall value to RTI. The successful Bidder will be selected solely on the basis of the RFP evaluation factors. Accordingly, offers submitted in response to this RFP shall provide clear, complete, concise, and straightforward responses to the evaluation factors. Elaborate proposals, color brochures and other excesses are discouraged. Information submitted about any company other than the Bidder, whether an affiliated company, Contractor, or other associated business, may not be given much weight unless the proposal contains evidence that the Bidder has obtained a commitment from this other business entity to perform a portion of the work.

2. **Administrative Details and General Instructions:**
   All proposals shall be prepared in two volumes: a technical volume and a price/business volume. Each volume (A and B) shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical volume must not contain reference to price.

   Incomplete proposals: Bidders who fail to submit a complete proposal may be excluded from the competition and thus receive no further consideration for award.

   **Volume A – Technical Volume:** The Bidder’s technical proposal shall completely address all requirements set forth in the statement of work/technical specifications of this RFP. The Bidder’s technical offer will be evaluated on best value basis and scored based upon the following evaluation criteria, with a maximum score of 75 points:

   1. Technical approach and Methodology - The completeness and accuracy of the Bidder’s technical approach toward satisfying the Work requirements set forth in the Statement of Work. The acceptability, reasonableness and realism of the Bidder’s proposed Work. (35 points)

   2. Corporate Past Performance - Relevant past performance information on other like work previously performed by Bidder for other customers shall be submitted. Bidders must have an acceptable and verifiable past performance record. RTI will evaluate the past performance record and make a determination as to the validity and materiality of any negative past performance information. The evaluation may take into account past performance information regarding predecessor companies, key personnel who have relevant experience and Contractors that will perform major or critical aspects of the project when such information is relevant to the instant acquisition. (15 points)

   3. Staff experience – The composition, technical skill, qualifications and experience of the Bidder’s personnel who will perform the work. (20 points)

   4. Bidder’s financial stability—The bidder must be able to provide audited financial statements (5 Points)
Volume B – Price/Business Volume: The Bidder’s price/business volume shall provide prices for each line item, service component or labor category set forth in the Statement of Work. The presented offer (cost/price) shall be included as an evaluation criteria, with a maximum score of 25 points. Below are items that should be included/addressed in the submission of the price/business volume.

- Offer (cost/price): The Bidder shall complete and submit an offer using the provided Budget template (referenced as Attachment 4 hereinbelow and attached separately from the RFP)

- Supporting Documents: Bidders shall fully complete, sign and return all documents/certifications included with this RFP as Attachments 1, 2, 3, and 5.

- Proforma Contract: Bidder shall review the terms and conditions included with the RFP (see Attachment 6). In the event Bidder provides exceptions to any of the terms and conditions contained in the Proforma Contract, these exceptions must be included in the Bidder’s Price/Business Volume and identified as “Exceptions to Terms and Conditions Presented in Proforma Contract”. RTI is under no obligation to change the terms presented in this RFP, and the Bidder’s exceptions to terms provided herein may be deemed by RTI as a non-responsive bid and rejected. RTI also reserves the right to modify the RFP to provide all Bidders a fair opportunity to revise their proposals in the event a specific term, specification or requirement requires revision. However, RTI also reserves the right to award the Contract without further revisions or discussions with Bidders responding to the RFP. Should your organization already have a Master Services Agreement (MSA) with RTI, please confirm it in your response along with the assigned MSA #. In such cases, no further review and negotiation of terms is necessary for the MSA terms proposed herein below.

3. Budget submission
The budget submitted in response to this solicitation must demonstrate cost effective and feasible approach to achieve the objectives stated above and should be presented in terms of person days labor.

The offeror should break down the budget according to the costs associated with each of the 2 assessments by the phases of the assessment (baseline and endline) as detailed in the statement of work. The bidder may use the budget template provided with this RFP. The offeror is required to submit budget notes explaining each line item. These notes will explain how the offeror plans to carry out the statement of work described above. The offeror is instructed not to write elaborate budget notes, but rather brief and to-the-point explanations. This will enable RTI to evaluate the cost-effectiveness of the proposal.

Please note the following:
- The subcontractor will be responsible for budgeting and handling all logistics, operational costs and travel associated with the assessment activities. This includes but may not be limited to the travel/transport/per diem for the various data collection and data entry activities, subcontractor personnel travel to the workshops, and other operational issues necessary to carry out these assessments such as the printing of instruments for the various phases of the assessments, purchase of materials for workshops, any necessary translation, etc.
- Please reflect all indirect costs in the budget as direct costs. Example: if there is an overhead charge of 7% covering utilities, office rental, and employee benefits that totals $5,000, please break down that cost by its component parts and explain the basis of the calculation.

Banking Requirements
RTI International will transfer funding to the selected firm for the payment of the activities associated with this assignment. The selected firm is required to have a bank account to which an international transfer in local currency can be made.

Insurance Requirements
This firm must have general liability insurance throughout of duration of period of performance, in addition auto insurance is required during the field work period if private or rental cars are to be used. Requirements for general liability insurance can be found on page 20.

Capital requirements
The selected firm must have sufficient capital to operate until the first payment is made by RTI.
The offerors should include a brief management plan that clearly delineates lines of accountability among the proposed personnel. In addition, explain plans to provide administrative and management support necessary for the smooth implementation of the activities. Such administrative support may include accounting, secretarial, and logistical support. No elaborate writing is expected.

For all personnel proposed in the budget, a filled out SF1420 form is required. Instructions for filling out the SF1420 forms is found at the end of this RFP.

**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.
Introduction/Background

This scope of work (SOW) defines the set of activities to be carried out by the subcontractor in collaboration with RTI and with the Ministry of Education (MoE) of the Government of Liberia. This serves to support the administration of evaluation activities of the Kindergarten component of the Read Liberia Activity, a 5-year USAID-funded program to improve oral language abilities of pupils in schools in Liberia. Child-direct assessment of early literacy, oral language, and executive function skills and associated observations are the primary tools that will be used to report on achievements towards project indicators.

Under the Read Liberia Activity, RTI and its partners will work in coordination with the USAID/Liberia Mission as well as the Liberian MoE in order to improve instruction in pre-primary. Measurement of outcomes against these goals will be measured by baseline and endline assessments for either pre-primary or Grade 1 pupil performance evaluation in Margibi, Bong, Montserrat, Grand Bassa, Lofa and Nimba counties in Liberia using adapted child assessments for pre-primary impact evaluation.

Scope of Work

The scope of work for the subcontractor includes coordinating all electronic data collection activities and associated field logistics for the Read Liberia project’s 2018 data collection for impact evaluation of pre-primary baseline and endline. This will involve providing on the ground support for training of assessors and data collection implementation for a sample of schools in Liberia.

Please note: There is an additional scope of work for a classroom observation activity at the end of this SOW. The bidder should provide two quotes: one for the SOW without the classroom observation activity, and another quote that includes the SOW, but with the classroom observation activity.

Performance evaluation baseline:
The subcontractor shall supply assessors who will administer the child-direct assessment in English in the sample of schools in to be determined districts in Liberia. The assessors will randomly sample pupils in either pre-primary or Grade 1. The baseline application of the assessment in schools will take place in September 2018 and the endline application will take place in September 2020. The subcontractor will assist RTI in all activities. It is preferable that the assessors have experience conducting child assessments, such as EGRA or MELQO. Please note that during the specified timeline the scope of work may need to be modified at the request of any of the parties involved (including MoE, USAID, RTI, and the subcontractor); appropriate modification of the budget may also be necessary.

Baseline and Endline Assessments

The subcontractor shall help coordinate all of the activities for the following:

- The Baseline Assessor Training Workshop and pilot to be held the first week of September 2018 will prepare a cohort of assessors and supervisors on child-direct assessment and tablet administration practices. Exact dates and locations will be determined and confirmed in conversations with RTI.
- The Endline Assessor Training Workshop and pilot to be held in September 2020 will prepare a cohort of assessors on child-direct assessment and tablet administration practices. Exact dates and locations will be determined and confirmed in conversations with RTI.
• Final instrument revisions from the pilot taking place in September 2018 will be incorporated by RTI experts before the start of the data collection.
• The data collection will follow closely after the piloting, which is likely to be September 17, although exact dates will be confirmed in conversations with RTI.
• RTI staff will conduct the data analysis and write the findings reports.

Instruments:
The child-direct assessment will include tasks measuring emerging literacy and oral language skills, and a tablet-based assessment of executive function.

Sample:
In September 2020 for the baseline data collection, student skills will be measured by rigorously trained assessors in a sample of 60 schools (see the table below). Please note that this is an illustrative example and the number of schools and pupils may change, but the bidder may base their budget on the sample below. The sample for the endline data collection will be similar.

<table>
<thead>
<tr>
<th>Number of Schools</th>
<th>Number of Pupils per School</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1 classrooms from READ Liberia pre-primary intervention schools (Intervention)</td>
<td>30</td>
<td>12</td>
</tr>
<tr>
<td>Grade 1 classrooms from READ Liberia primary-only intervention schools (Comparison)</td>
<td>30</td>
<td>12</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>840</strong></td>
<td></td>
</tr>
</tbody>
</table>

At each school, the selected trained assessors will assess a number of students using the child-direct assessment, for a total of 840 Grade 1 students at baseline.

Assessors will be grouped into assessor teams for data collection. Each assessor team will be composed of 2 assessors. The responsibilities of the assessors will be to introduce themselves to the Head Teacher, sample the pupils to be assessed, complete all assessments by the end of the day.

**Period of Performance**

The period of performance for the identified subcontractor for the READ Liberia pre-primary project will be from August 2018 - October 2020. Specifically, performance for baseline must be completed between August 2018 – October 2018, and performance for endline must be completed between August 2020 and October 2020. All work must be scheduled to complete within these timeframes. The contract will be fixed price. Any modifications or extensions will be requested through RTI and vendor contracting officers for review and discussion.
**Place of Performance**

The identified subcontractor for the Read Liberia Activity will perform all work within Liberia, either within its own facility or at training venues or other sites identified by the project to be critical to completing the scope of work.

**Work Requirements**

The following section provides a list of activities that need to be completed, along with an illustrative timeline. The timeline provided in this section does not imply full-time engagement of the contractor, but rather provides an expected time frame within which activities are expected to be completed.

**Activities for the 2018 Pre-primary Baseline and 2020 Endline:**

1. **Hiring Assessors**

   The subcontractor will be responsible for the hiring of assessors. Preferably, the assessors will have experience conducting EGRA or MELQO assessments with young children.

2. **Data Loss Mitigation Plan**

   Subcontractor is required to submit a data loss mitigation plan, outlining relevant steps, processes or procedures to prevent loss, actions to be taken when there is data loss and methods of retrieval where applicable.

3. **Submission of detailed logistics plan for school visits and follow ups**

   Prior to the national training, the subcontractor will share a detailed plan for logistics and school visit schedule – including team composition, routes which show that the schools are visited in an efficient order to avoid backtracking along with a detailed schedule (including any school holidays).

4. **Assessor Training Workshop**

   **Workshop:**

   The Baseline Assessor Workshop is anticipated to be held in September 2018. The purpose of the Assessor Workshop is to prepare assessors to conduct data collection. The subcontractor shall handle the logistics for the Assessor Workshop in close coordination with Read Liberia Activity staff based in Liberia and RTI international staff based in the US. It is anticipated that the training will be a workshop in Monrovia, but is subject to change. The training workshop is anticipated to be 3 days with one day of piloting during last day of the training.

   Participants will include: data collection agency staff, government officials, READ Liberia staff, adequate number of assessors + 2 extra (for selection buffer purposes), 1 RTI technical trainer. One training room will be required.

   The subcontractor shall be responsible for all workshop logistics, venue arrangements (such as meeting rooms at hotel conference center with audio/visual equipment), catering (daily lunch and tea breaks), transportation to schools for practice visits and transportation to schools on the pilot day, and supplies (including markers, flipcharts, water, paper, and pencils (if not part of hotel meeting package), name
tags, kit bags, small token gifts for students during school visits, photocopying, etc. – see Annex A for full list of training and data collection supplies), as well as travel, and per diem payments for assessor participants.

The subcontractor shall communicate through the correct government communication channels with the MOE, with all MOE participants regarding agenda, participation, invitation, and confirmation.

**Practice School visit:**

The Assessor Workshop will also include one half-day practice school visit, for which the subcontractor shall arrange all logistics, again in close coordination with RTI staff and local education officials to seek all necessary school permissions. Schools will be selected near the venue location that can accommodate the numbers of assessors being trained. During the school visit, the participants will have a chance to practice administering the child assessment in an authentic setting. They will also gain an understanding of the realities the assessors will face in the field. The subcontractor shall arrange permissions and notifications to visit the schools for the purpose of practicing and testing the instruments, as well as arrange logistics such as transportation and materials.

It is expected that the sampling frame verification process will be complete by the time the practice schools are selected for the training workshop and for the pilot days. And, all sample frame verification must be done in time to allow for proper notification and planning for the routing plans for the assessor teams to be devised well ahead of the start of data collection. This routing plan along with the assessor names and usernames of all team members must be shared with RTI prior to the start of the data collection period.

The following composition will be anticipated for the assessor training and data collection activities:

- **Baseline Assessor Training**
  - 3-4 days
  - September 2018
  - Location: Monrovia
  - 1 practice school visit
  - 1 pilot day

- **Baseline Data Collection**
  - September 2018
  - 60 schools sampled, 14 Grade 1 students per school

- **Endline Assessor Training**
  - 3-4 days
  - September 2020
  - Location: Monrovia
  - 1 practice school visit
  - 1 pilot day

- **Endline Data Collection**
  - September 2020
  - 60 schools sampled, 14 Grade 1 students per school

**Pilot Day:**

These schools must be different than those visited for training purposes during the first days of the workshop and schools which are not included in the study sample. The pilot will serve a dual purpose: first, to provide assessors with an authentic training experience with the targeted age group of students in a controlled school setting; second, to further refine the instruments with the use of pilot data before they are used in the field for operational data collection. For the Read Liberia project, grade 1 students will be assessed with the child assessment.

The pilot will be conducted the final day of the training workshop with assistance provided by RTI and the READ Liberia team representatives present at the workshop. The subcontractor shall arrange permissions and notifications to visit the schools for the purpose of practicing and testing the instruments during the pilot on the designated date, as well as arrange logistics such as transportation and materials. The pilot will include government schools from Monrovia. It is anticipated that the pilot will test at least 150 learners from 5 schools, although exact dates, numbers of schools and students, and locations will
be confirmed in conversations with RTI. The pilot will closely mimic an actual day of data collection to ensure all protocols and instruments are functioning well.

5. Use and Storage of tablet devices

Tablets will be used for the training and for electronic data collection. Tablets will be purchased by RTI and will remain the responsibility of RTI after the subcontractor has returned all tablets and peripherals successfully after the baseline and endline assessments. During training, the tablets shall be the responsibility of RTI, but the sub-contractor will be responsible for the tablets during data collection. Assessor will sign an equipment user agreement and ensure the tablets are securely stored and inventoried during data collection according to RTI instructions. However, the subcontractor shall purchase routers and modems or SIM cards to be used to transmit the data from the tablets (likely Nexus 7 or similar tablets) to the cloud. The routers and modems must be appropriate for local networks around Liberia. This should be tested and verified well in advance of the data collection period. All equipment purchased under this subcontract will be returned to RTI/READ Liberia office after completion of each data collection activity.

Between the training workshops and data collection, the subcontractor shall lead logistics and operational organization for data collection, to include overseeing the re-download/update of Tangerine® of all assessment electronic data collection instruments to all tablets from RTI after post-pilot revisions have been made prior to the start of data collection, ensure that all assessors, supervisors, and master trainers who will use the tablets have signed the Equipment User Agreement Form in Annex B, and submit a copy of all signed User Agreement forms to RTI. The subcontractor must also maintain tablet inventory based on format provided in Annex D, and submit to RTI along with signed Equipment User Agreement Forms.

6. Baseline Data Collection

RTI anticipates the data collection to take place over no more than 15 school days in September 2018. The data collection must be finalized by October 5, 2018. The selected assessors will form teams of two, with each team visiting one school per day.

The subcontractor shall have the responsibility of hiring data collectors and of oversight on the ground for data collection, with support from READ Liberia staff. Ideally, data collectors hired would have prior experience with EGRA/EGMA and/or MELQO using tablets. Subcontractor staff shall serve as field monitors during the data collection period. Each field monitor will be assigned to oversee data collection teams, visiting at least one team each day of the week. While visiting one team of assessors, the field monitor must be reachable by phone so they can remain available to support other teams under their supervision. This is particularly important for IT/Tangerine staff and experts from the sub-contractor who shall be assigned to oversee assessors in more centrally located places so that communication does not become a barrier.

Data will be uploaded daily from the field to the RTI statisticians and RTI will follow up on any changes to data collection that are needed. RTI staff will perform daily spot checks to ensure data are being uploaded regularly and appropriately. RTI will also provide feedback and advice as necessary to ensure data is of the highest possible quality. If any paper assessments are necessary during data collection due to failed tablets, data entry specialists will need to enter these data. All data entry shall be complete within 1 week of the end of data collection on the ground.

The subcontractor shall be available to answer any questions that arise out of the daily spot checks from RTI statisticians and analysts and provide technical clarifications to RTI where necessary to support the data processing and analysis phase during the data collection period and following the conclusion of data collection.

The subcontractor shall be responsible for the logistics and operations for data collection, including clear routing plans for all teams and field monitors (contractor field monitors), travel arrangements for all assessors and oversight staff, distribution of supplies, daily upload of data and recharging of tablets, daily count of numbers of schools and students to meet data collection plan, and manage payments for
per diem and assessor travel. The subcontractor shall also ensure appropriate, secure storage of all tablets.

The subcontractor will be responsible for identifying, testing, and purchasing all data transmission equipment. The tablets for data collection will be provided by RTI International, but the subcontractor will be required to purchase all data transmission equipment to be used by the data collection teams. This could include routers and modems, mobile hot spots, Office in a Box, or other appropriate technologies that ensure that data is reliably uploaded daily to the cloud. The data transmission technology will need to be available during the Assessor Training Workshop. The type of technology might vary depending on the location of the team (for example, more remote teams might require different technologies than more urban teams). A required deliverable will be to produce a plan illustrating the selected data transmission technology for all teams, the process for selecting and assigning the data transmission technology solution(s) to each team, and evidence that the solution has been tested and is ensured to work reliably before the start of the training workshops.

**Additional SOW: Classroom Observation Activity**

In addition to the child-direct assessment for the baseline and endline pre-primary evaluation, the subcontractor shall also conduct a kindergarten classroom observation in the sample of schools chosen for the study. The classroom observation tool will include items that will measure kindergarten teachers’ implementation of the Read Liberia intervention.

Both the Baseline and Endline Assessor Training Workshops will include the classroom observation as a tool for training and the data collection teams will employ the classroom observation tool on the same days of data collection. This means that the classroom observation tool would be practiced during the “practice school visit” days and utilized during the pilot alongside the child-direct assessment.

The bidder should take into account that an extra assessor for each school will be needed to conduct the classroom observation tool and that an extra day of workshop training is needed as well.

**Acceptance Criteria**

For the Read Liberia project, the acceptance of all deliverables will reside with the RTI Project Manager in consultation with the Principal Investigator and Project Coordinator. This team will ensure the completeness of each stage or deliverable of the project and that the scope of work has been met. Once a milestone is completed and the subcontractor provides their report/deliverable for review and approval, the Project Manager (in consultation with the Principal Investigator and Project Coordinator) will either sign off on the approval for the work to continue to the next phase, or reply to the subcontractor in writing advising what tasks must still be accomplished.

Once all project tasks have been completed, the project will enter the closure stage.

Any discrepancies involving completion of project tasks or disagreement between RTI and the chosen vendor will be referred to both organizations’ contracting offices for review and discussion.

**Other Requirements**

The subcontractor shall utilize the attached forms in Annex A, B, C, and D as specified by the above scope of work. Any deviation from these forms shall be discussed in advance with RTI staff and must be approved.
## Annex A. TRAINING, PILOT, AND DATA COLLECTION SUPPLIES

<table>
<thead>
<tr>
<th>Item</th>
<th>Units (Please refer to Price Proposal to further detail)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name tags</td>
<td>1 per trained assessor, supervisor + 1 per field monitor + 1 per trainer</td>
<td></td>
</tr>
<tr>
<td>Kit bags</td>
<td>1 per trained data collection team</td>
<td>Large enough to fit all of one team’s materials during data collection</td>
</tr>
<tr>
<td>Back-up router batteries</td>
<td>1 per trained data collection team + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Bags</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td>Large enough for one person’s materials</td>
</tr>
<tr>
<td>Stimulus packet plastic cover</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Stimulus packet clips</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>USB storage device</td>
<td>1 per trained data collection team + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Clipboard</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Large manila envelopes for data collection paperwork</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Notepad</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Pens</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Pencils</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Erasers</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Pencil sharpener</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Folder for workshop materials</td>
<td>1 per trained assessor, supervisor + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Surge protectors</td>
<td>1 per trained data collection team + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Plug adaptor (US to Liberia)</td>
<td>1 per trained data collection team + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>SIM cards/data modems or tablets</td>
<td>1 per trained data collection team + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Phone cards/data bundles for data transmission and communications during data collection</td>
<td>1 per trained data collection team + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Dongle router appropriate for local networks</td>
<td>1 per trained data collection team + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Modem appropriate for local networks, if needed</td>
<td>1 per train data collection team + 1 per field monitor</td>
<td></td>
</tr>
<tr>
<td>Student gifts (pencil, small notepad)</td>
<td>1 per student during school visits, pilot, and data collection</td>
<td></td>
</tr>
<tr>
<td>Markers</td>
<td>4 per training venue</td>
<td></td>
</tr>
<tr>
<td>Stapler and box of staples</td>
<td>1 per training venue</td>
<td></td>
</tr>
<tr>
<td>Power strip/multi-plug</td>
<td>1-2 per training venue</td>
<td></td>
</tr>
<tr>
<td>Masking tape</td>
<td>2 per training venue</td>
<td></td>
</tr>
<tr>
<td>Printed Materials</td>
<td>As needed</td>
<td></td>
</tr>
</tbody>
</table>
Annex B. Illustrative EQUIPMENT USER AGREEMENT

Equipment User Agreement Form
Read Liberia Pre-primary Assessments

POLICY ON EQUIPMENT FOR ASSESSORS

1.0. Purpose and procedure: Read Liberia management has established this operational policy and procedures to ensure that equipment under use during the program implementation is used and handled safely; and that they are always secure. This policy applies to use and handling of specific equipment by assessors within the Read Liberia project. The equipment in reference is: tablets and associated data transmission equipment.

The equipment is bought through the generous funding by USAID and are therefore properties of USAID.

2.0. Custody and responsibility: [Contractor Project Manager] of [Contractor] will maintain an up to date inventory of the equipment with details of serial number, color, make and any other relevant identification and the assessor responsible. RTI shall provide a copy of the format for maintaining these records.

The assessor will be responsible for full custody of the equipment for the duration of service.

On issuance of the equipment, each assessor will sign this document against the items handed over to him/her.

3.0. Use: The equipment is highly portable and therefore requires additional care and protection. The equipment is to be used only for official Read Liberia activities. The tablets should be used to document proceedings and happenings during the assessments and any other relevant event as directed.

The assessor must take proper care of individually assigned equipment and ensure that each of them is effectively used, that the device is charged, and that any issues with the devices are quickly reported.

4.0. Risk management: When equipment is damaged, missing, or stolen, the assessor/assessor supervisor or other individual responsible for the tablet must immediately notify both their supervisor and [Contractor Project Manager] in writing by email ([Contractor Project Manager @ email address]) within a period of 24 hours. [Contractor Project Manager] will then ensure that the information is reported to [RTI Project Manager] and [RTI Project Coordinator] within 24 hours in writing by email ([RTI Project Manager @ email address] and [RTI Project Coordinator @ email address]).

Additionally, the individual responsible for the tablet must report the theft or loss to the relevant police authority and obtain a police report, which must be sent by email to the individuals listed above - [Contractor Project Manager], [RTI Project Manager], and [RTI Project Coordinator]; this should be submitted within 3 days of the incident. The report is to be translated if not in the English language and both copies submitted to RTI.

5.0. Return of equipment: The equipment is to be handed over back to [Contractor Project Manager] of [Contractor] on the following instances:

- When contract between the assessor expires with the employer;
- On retirement from service;
- Upon request for the equipment by the Read Liberia project
- On transfer to a non-Read Liberia site;
- On resignation;

On submission of the equipment back to the [Contractor] office through [Contractor Project Manager], the assessor will sign off against a record under the custody of the RTI Logistician.

By signature on this form, the recipient accepts responsibility and financial liability for any loss or destruction of the assigned equipment resulting from negligence, improper use, or the failure to take reasonable precautions to safeguard the equipment against loss or destruction. Please refer to Appendix C below for rules surrounding proper care and storage of the tablets.
Certification
I agree with the policy:
Name of Assessor..............................................................
Serial Number................................................................
Signature:........................................................................
Date received tablet...........................................................
Date returned tablet...........................................................
Name of witness ([Contractor]):...........................................
Signature:........................................................................
Date:............................................................................
Annex C: Proper Storage, Transport, and Use of the Tablets

The Read Liberia Pre-primary Baseline will require the use of a Tablet. Each tablet comes with a case, stylus, and charger. The Tablet is the sole property of USAID / the Read Liberia project and the assessor will be checking it out only for the duration of the project. The assessor takes responsibility for any damages or loss that happens on part of the assessor.

The following actions constitute adequate care for the tablet and must be practiced by the assigned assessor while the tablet is in his/her possession:

- Taking care not to drop the device
- Keeping the screen and device away from dust, food, and liquids
- Keeping the device with them at all times. Do not leave the device unattended.
- When keeping the tablet overnight, the device must be stored in a secure, locked room and kept out of sight. Do not leave the tablets lying on a table or bed where they are easily seen by others and susceptible to theft.
- Turning in the device and its components with no scratches or damage to [Contractor Project Manager]

- Equipment not in use should secured under lock and key whenever the idle time is extended

- When traveling on a public means of conveyance, never place the equipment into checked luggage or baggage. Always pack the equipment into cabin baggage

- Any loss due to theft or suspected theft or robbery needs to be reported to local authorities within 24-hours of the incident. An official copy of the police report needs to be obtained. The report is to be translated if not in the English language and both copies submitted to RTI – specifically to [RTI Project Manager @ email address] and [RTI Project Coordinator @ email address], as well as to [Contractor Project Manager @ email address].

In the event of loss/theft/damage to US Government Property where the assessor assigned to the device did not follow the safe-keeping practices listed above, it constitutes negligence on behalf of the assessor and he/she will be responsible for the expenses required to fix / replace the device.

In the event of loss/theft/damage to a US Government Property despite the assigned assessor having exercised due care and was not negligent with the US government property, he/she will not be held responsible for any damages or theft.
Annex D. TABLET INVENTORY FORM

Read Liberia Kindergarten Assessment

Property

Inventory Schedule

Date: __________

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Model Number</th>
<th>Serial Number</th>
<th>Qty</th>
<th>Property Tag No.</th>
<th>Condition</th>
<th>Location and name of individual responsible</th>
<th>Date handed to Individual Responsible</th>
<th>Date Received back from Individual Responsible</th>
<th>Notes</th>
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</table>

Add more cells as needed up to total number of tablets.
ATTACHMENT 1. Company Profile
RTI INTERNATIONAL
SUPPLIER COMPANY PROFILE

### SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>COMPANY LEGAL NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICE ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>NAICS CODE</td>
<td>DUNS #</td>
</tr>
</tbody>
</table>

### PROPOSAL CONTACT INFORMATION

<table>
<thead>
<tr>
<th>TECHNICAL CONTACT</th>
<th>EMAIL</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTUAL/ADMINISTRATIVE CONTACT</td>
<td>EMAIL</td>
<td>PHONE</td>
</tr>
<tr>
<td>BUDGET/FINANCE CONTACT</td>
<td>EMAIL</td>
<td>PHONE</td>
</tr>
</tbody>
</table>

### SMALL BUSINESS CLASSIFICATIONS ([http://www.sba.gov/size/](http://www.sba.gov/size/))

- [ ] Small Business Concern (SB)
- [ ] Small Disadvantaged Business or Minority-owned Business (SB + SDB)* (Eligibility: Self-certified Minority-owned business [African American, Asian American, Native American, or Hispanic American-owned firms], and/or 8(a) certified.)
- [ ] Woman-Owned Small Business (SB+WOSB)*
- [ ] Veteran-Owned Small Business (SB+VOSB)*
- [ ] Service-Disabled Veteran-Owned Small Business (SB+SDVOSB)*
- [ ] HUBZone (Historically Underutilized Business Zone) located firms (SB+HUBZone)**

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).

* 51% or more owned and daily-managed by the respective Minority-, Woman-, Veteran-individual(s) in accordance with Federal Acquisition Regulation 52.219-8

** Valid certification required; HUBZone firms must be listed on [http://web.sba.gov](http://web.sba.gov)
### ORGANIZATIONAL INFORMATION

Is the organization publicly listed and if so, where? ____________

Is it legal for the organization to enter into a relationship, to perform the services of the proposed agreement, and to participate as a partner with RTI? ____________

Has the supplier entered into a federal contract previously? ☐ Yes ☐ No

Please provide the following information for the supplier’s top five contracts/grants/cooperative agreements.

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Client</th>
<th>Project Name</th>
<th>Project Value (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Has the supplier received negative past performance ratings on a previous Federal contract? If yes, please provide a copy and describe the corrective action taken.

Does the supplier maintain organizational registration in the place of performance?

Does your company have a line of credit/loan agreement with a bank? ____________ If yes, how much? ____________

Is your company, any subsidiary or any key employee or senior management member, currently subject to any form of judgment, lien or pending lawsuit, including bankruptcy or reorganization proceedings? If so, please provide details regarding such, including but not limited to the name of the opposing party, the basis for the action and the current status of the matter (i.e. pending or resolved). ____________

What federal agency has administrative cognizance over the supplier work?
Agency Name: ____________
ACO Name: ____________
Address: ____________
Phone: ____________
Email: ____________

In what year was the organization established? ____________

Please provide the number of employees within the organization. In addition, please provide a copy of the supplier’s organizational chart.
Full-time: ____________
Part-time: ____________
Consultants: ____________

### POLICY INFORMATION

Does the supplier have an official timekeeping policy and approval process? ☐ Yes ☐ No If Yes, please provide a copy.

Does the supplier have an official procurement policy and/or procurement manual? ☐ Yes ☐ No If Yes, please provide a copy.

Does the supplier have an official travel policy, including per diem regulations? ☐ Yes ☐ No If Yes, please provide a copy.

Does the supplier have an official personnel policy (specifically regarding salary and wage scales, fringe benefits, merit increases, leave, and differentials)? ☐ Yes ☐ No If Yes, please provide a copy.

Please provide the number of hours and days and basis of calculation in a normal work day, both domestically and overseas, for both employees and consultants.

Please provide the number of hours and days and basis of calculation in a normal work year, both domestically and overseas, for both employees and consultants.

Please provide the number of paid absences (vacation, sick leave, holidays) provided to employees. Please describe how these paid absences are recovered (fringe benefits, wage calculation).
### FINANCIAL SYSTEMS

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>If Yes, date of last Federal audit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the supplier have a federally approved Cost Accounting System (FAR Part 30)?</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Does the supplier have a federally approved Contractor Purchasing System (FAR Part 44)?</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Does the supplier have a federally approved Government Property System (FAR Part 45)?</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>Does the supplier have a federally approved Negotiated Indirect Cost Rate Agreement (NICRA)?</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>Does the supplier have an official policy for approval of financial transactions?</td>
<td>☐</td>
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</tbody>
</table>

### INSURANCE COVERAGE

Please indicate if the supplier maintains the following insurance policies at the minimum amount specified. Copies of current insurance certifications (or insurance policies) should be attached.

<table>
<thead>
<tr>
<th>Insurance Policy</th>
<th>Yes</th>
<th>No</th>
<th>If No, amount of coverage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation (in accordance with minimum statutory requirement)</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>General Liability Insurance (at a minimum amount of $1,000,000)</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>Automobile Insurance (at a minimum amount of $1,000,000)</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>Please confirm that insurance policies are applicable in the country where work will be performed.</td>
<td>☐</td>
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<tr>
<td>In the event of an award, RTI requires the Supplier to add RTI as an additional insured for the life of the agreement. This protects RTI against any third party claims that may result from work performed by the Supplier. Please confirm this to be acceptable.</td>
<td>☐</td>
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</tbody>
</table>

#### Locating an Insurance Provider

It is the responsibility of each offeror to obtain the minimum amount of insurance. For convenience, below are three international insurance companies that may provide coverage within a given area. Please note that RTI does not endorse any of these insurance brokers or affiliated companies, nor does it imply or suggest that these companies may be able to procure all types of coverage in all their locations.

In addition, RTI has not negotiated any fees or preferential treatment with any of these insurance brokers or their affiliates. The attached information is provided solely for the purpose of assisting offerors to obtain the minimum appropriate insurance coverage.

Aon Risk Services (http://www.aon.com/default.jsp)
Marsh USA Inc. (http://global.marsh.com/)
Willis (http://www.willis.com/)

### ETHICS AND ANTI-CORRUPTION

Provide copies and/or descriptions of your Code of Ethics and Business Conduct, your anti-corruption compliance policies, your compliance and anti-corruption training activities and your whistle-blowing channels, if any.

Do you agree to abide by, the provisions of applicable laws, including but not limited to the Foreign Corrupt Practices Act in providing goods and services under the proposed agreement? ____________

To the best of your knowledge, is any key employee or senior management member of your company or any of your company’s subsidiaries a Public Official or related (by blood, marriage, current or past business association or otherwise) to a Public Official? If so, please provide the name and describe his/her association with your company. ______________

Does a Public Official or a member of a Public Official’s family have any interest or stand to benefit in any way as a result of this proposed transaction with RTI? ______________

### EVIDENCE OF RESPONSIBILITY

In accordance with the evidence of responsibility criteria of FAR 9.104-1 General Standards, Offeror represents that:

(i) Offeror has adequate financial resources to perform the contract, or the ability to obtain them in accordance with FAR 9.104-3(a);

(ii) Offeror is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
(iii) Offeror has a satisfactory performance record in accordance with FAR 9.104-3(b) and Subpart 42.15;
(iv) Offeror has a satisfactory record of integrity and business ethics including satisfactory compliance with the law including tax laws, labor and employment laws, environmental laws, antitrust laws, and consumer protection laws;
(v) Offeror has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) in accordance with FAR 9.104-3(a);
(vi) Offeror has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
(vii) Offeror is otherwise qualified and eligible to receive an award under applicable laws and regulations.

**APPROVAL**

The appropriate program and administrative personnel of the institution involved in this application are aware of the sponsoring agency’s guidelines and are prepared to establish the necessary inter-institutional agreement(s). The institution makes all applicable assurances/certifications.

I certify that the information contained in this questionnaire is current, accurate and complete to the best of my knowledge and belief.

Authorized Representative:

| Name: | |
| Title: | |
| **Date**: | |
ATTACHMENT 2

Annual Representations, Certifications, and Other Statements of Offerors for International Suppliers for Proposed Subcontracts/Procurements >$10,000

To be completed by all companies incorporated outside the US or US possessions and territories with proposed or active procurements.

### Part 1: Identifying Information: All Organizations/Individuals Complete

<table>
<thead>
<tr>
<th>Organization/Individual Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Country:</td>
<td>Telephone No.:</td>
</tr>
</tbody>
</table>

Email address: Company website:

Please certify your organization type:

- [ ] Non-United States Citizen, Operating as an Individual
- [ ] Non-United States Based Non-Profit Organization
- [ ] Non-United States Based Commercial Organization, Registered for Business in (country)

### Part 2: All Organizations Complete

#### Use of Government Property

Complete the following statement(s) as applicable:

A. The offeror and/or its suppliers [ ] will, [ ] will not use government property in performance of work under the proposed contract.

B. The offeror certifies that to the best of its knowledge this proposed subcontract [ ] does, [ ] does not involve the acquisition of Government property, the disposal of which may be restricted by patent or other rights.

#### Representations and Certifications

Applicable to All Organizations/Individuals. Provide Specific Information Throughout if Required

52.215-6: Place of Performance (January 2004)

A. The Offeror, during the performance of any subcontract resulting from this solicitation, [ ] intends, [ ] does not intend, to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this proposal or quotation.

B. If the Offeror checked "intends" in paragraph (A) above, it shall complete the following information:

<table>
<thead>
<tr>
<th>Place of Performance</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if other than Offeror</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Name:</td>
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<td>City:</td>
<td>Address:</td>
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<td>State:</td>
<td>Zip:</td>
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<td>City:</td>
<td>State:</td>
</tr>
</tbody>
</table>

52.222-50: Combatting Trafficking in Persons (Mar 2015)

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-50.
Part 3: Applicable to All Organizations/ Individuals if Proposed Contract is Fixed Price. Provide Specific Information Throughout if Required

52.203-2: Certificate of Independent Price Determination (Apr 1985)

A. The Offeror certifies that:
   1. The prices contained in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (1) those prices, (2) the intention to submit an offer, or (3) the methods or factors used to calculate the prices offered;
   2. The prices contained in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or subcontract award (in the case of a negotiated solicitation) unless otherwise required by law; and
   3. No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be certification by the signatory that the signatory:
   1. Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signature has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
      a. Has been authorized in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.
         [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal and the title of his or her position in the Offeror organization.]
   
   Name:
   
   Title:
   
   b. As an authorized agent, does certify that the principals named in paragraph B.2.(a) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above; and
   c. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A) (1) through (A) (3) above.

C. If the Offeror deletes or modifies paragraph (A) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
Part 4: Applicable to All Organizations/Individuals if Proposed Contract is valued >$150,000. Provide Specific Information Throughout if Required

52.203-11: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

A. The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
   1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract;
   2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to RTI; and
   3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

52.209-5: Certification Regarding Responsibility Matters (October 2015)

A. The Offeror certifies, to the best of its knowledge and belief, that:

   1. The Offeror and/or any of its Principals-
      a. Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
      b. 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 public (Federal, state, or local) 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
      c. Are ☐, are not ☐, presently indicted for or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A.1.b. of this provision.
      d. Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:
   i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(continued next page)
(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer see tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

2. The Offeror has [], has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

3. "Principal," for the purpose of this certification, means officer; director; owner; partner; or person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

   This certification concerns a matter within the jurisdiction of any agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to RTI if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.

C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by RTI may render the Offeror non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, RTI, may terminate the subcontract resulting from this solicitation for default.
Part 5: If the Proposed Work Activities Are Performed within the **UNITED STATES** and its Possessions and Territories, the following is applicable to Organizations.

If the Proposed Work Activities Are Performed outside the United States and its Possessions and Territories, the following is only applicable to Organizations that recruit employees within the United States and its Possessions and Territories. Provide Specific Information Throughout if Required

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-21</td>
<td>Prohibition of Segregated Facilities (April 2015)</td>
</tr>
<tr>
<td>By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-21.</td>
<td></td>
</tr>
<tr>
<td>52.222-22</td>
<td>Previous Contracts and Compliance Reports (Feb 1999)</td>
</tr>
<tr>
<td>The offeror represents that (1) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; (2) It [ ] has, [ ] has not filed all required compliance reports; and (3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.</td>
<td></td>
</tr>
<tr>
<td>52.222-25</td>
<td>Affirmative Action Compliance (Apr 1984)</td>
</tr>
<tr>
<td>The Offeror represents that (1) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) it [ ] has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.</td>
<td></td>
</tr>
<tr>
<td>52.222-29</td>
<td>Notification of Visa Denial (April 2015)</td>
</tr>
<tr>
<td>By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-29.</td>
<td></td>
</tr>
<tr>
<td>52.222-35</td>
<td>Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (October 2015)</td>
</tr>
<tr>
<td>By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-35.</td>
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</tr>
<tr>
<td>52.222-36</td>
<td>Affirmative Action for Workers with Disabilities (July 2014)</td>
</tr>
<tr>
<td>By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-36.</td>
<td></td>
</tr>
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Part 6: Applicable to Organizations/ Individuals Only if Proposed Contract is >$25,000 AND Goods will be Purchased for use Inside the United States and its Possessions and Territories. Provide Specific Information Throughout if Required

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<tr>
<th>Section</th>
<th>Description</th>
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<tr>
<td>52.225-2</td>
<td>Buy American Act Certificate (May 2014)</td>
</tr>
<tr>
<td>A. The offeror certifies that each end product, except those listed in paragraph (B) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Supplies”</td>
<td></td>
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<tr>
<td>B. Foreign End Products: [List as necessary]</td>
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<tr>
<td>Line Item No.</td>
<td>Country of Origin</td>
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Part 7: Applicable to Organizations Only if Proposed Contract is >$500,000 AND the Organization IS NOT Providing a Commercial Item

52.222-56: Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)

A. The Offeror certifies that it ☐ has, ☐ has not
   1. implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
   2. After having conducted due diligence, either—
      a. To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
      b. If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

Part 8: Acknowledgment

The undersigned offeror certifies that the information contained within this document is true and accurate to the best of its knowledge.

By the execution of this document, the undersigned offeror agrees to provide immediate written notice to RTI if, at any time during the effective period of this document, the undersigned offeror learns that this document was erroneous when submitted or has become erroneous by reason of changed circumstances.

The effective period of this document is one year from the date of execution.

Signature:

Printed Name of Signatory:

Title of Signatory:

Date:
ATTACHMENT 3: Research Triangle Institute
    Review of Subcontractor Financial Systems

Legal name of organization

Name/title of individual completing questionnaire

Signature of individual completing questionnaire

Please provide the following information:

A. Current *Negotiated Indirect Cost Rate Agreement* (NICRA) or other documentation from the firm's cognizant Government Audit Agency, if any.
B. Audited balance sheets and profit and loss statements for the last two complete years. If audited financial statements are not available, please provide copies of the unaudited financial statements.
C. Unaudited balance sheets and profit and loss statements for the current year-to-date.
D. Copies of any audit reports/findings, if any
E. Organizational chart
F. Copies of Insurance coverage (i.e. worker's compensation, general liability insurance, automobile insurance, etc.)

General Information
What type of organization are you (non-profit, commercial, university, etc.)?

Is your organization incorporated or legally registered? If yes, when and where?

Is your organization required to pay taxes on revenue/income, or is it exempt from such taxes?

   Required to pay taxes on revenue/income
   Not required to pay taxes on revenue/income

Please list the number of employees your organization has:

   Full-time employees
   Part-time employees
   Consultants

What are the beginning and ending dates of your fiscal year?

Beginning (Month/Year) :

Ending (Month/Year) :
Does your organization have other sources of US government funds? If yes, please provide the name of the US Federal agency.

**Financial Resources**
Please comment on your company’s financial resources as it relates to the performance of this contract, discussing cash and investment balances, debt balances and terms, and the availability of additional funds.

What percentage of your cash and investments is held at a financial institution? *(the purpose of this question is to ensure that assets are safeguarded)*

What percentage of your cash is maintained in petty cash?

**Accounting System** *(the purpose of these questions is to ensure that transactions and events are properly recorded in an accounting system)*

Briefly describe your organization’s accounting system (including name of software).

Does the accounting system provide for accumulating and recording expenditures by project?

Briefly describe your organization’s system for filing and keeping supporting documentation.

Are there any circumstances in which invoices, vouchers and timesheets cannot or will not be obtained?

**Accounting Policies and Procedures** *(the purpose of these questions is to ensure that there are authorization and approval controls to provide assurance that transactions are in accordance with laws, regulations and company policy, as well as ensure that there are segregation of duties and independent checks performed on the validity, accuracy and completeness of recorded transactions)*

Are duties separated so that no one individual has complete authority over an entire financial transaction? Please briefly describe your segregation of duties (prepare and approve purchase orders, prepare and sign checks, perform bank reconciliations, record transactions in accounting system, etc.)

Does the organization have an accounting manual?

Does the organization have a policy for approval authority for financial transactions? Please describe.

Does the organization have a procurement policy/manual? Please provide a copy.
Does the organization use an operating budget to control funds?

How often are financial statements prepared?

Please explain the financial statement review process. Are financial statements reviewed by the President, Chief Financial Office, Board of Directors, etc.?

How will your organization ensure that the individual budget categories and overall budget limits for the project are not exceeded?

**Personnel and Timekeeping**
Are personnel files maintained for each employee?

If yes, please describe the types of documents that are maintained.

Does the organization require employees to complete timesheets?

If yes, do the timesheets contain the following information?
- Daily hours charged to the project?
- Employee signature?
- Supervisor's signature?

How often are timesheets submitted?

Please explain how the timesheets are integrated with the accounting system and the invoicing process.

For budgeting purposes, how many working hours are in a day?
How many working days are in your calendar year?

**Property Control**
Does the organization maintain a fixed asset/equipment register? Are assets inventoried (tagged)?

**Travel**
Are travel expenditures substantiated by a travel voucher/expense report? What documents are required to accompany the travel voucher/expense report?

**Equipment and Facilities**
Please comment on your company’s office(s) and equipment (computers, e-mail, etc.) *(the purpose of this question is to ensure that the company has adequate equipment and facilities to carry out the contract)*
FOR RTI USE ONLY:

**Conclusion and Recommendations**

Based upon a review of Subcontractor's/Subrecipient's financial systems, the following recommendation applies:

☐ There are no changes recommended in Subcontractor's/Subrecipient’s management and financial systems. RTI should make an award to Subcontractor/Subrecipient.

☐ The changes recommended below should be made to Subcontractor’s/Subrecipient’s management and financial systems in order to make an award to Subcontractor/Subrecipient.

☐ It is **not** recommended that RTI make an award to Subcontractor/Subrecipient based on the comments below.

Comments:

Completed by: ____________________________  _____________

Name and Signature  Date
ATTACHMENT 4: Offer Template – Required for Proposal Submission

| Budget template (Attached) | Provided as a separate Excel template |
**ATTACHMENT 5: SF1420 Form**

**ARTICLE 1. CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET**

The Privacy Act Statement is found at the end of this form.

<table>
<thead>
<tr>
<th>1. Name (Last, First, Middle)</th>
<th>2. Contractor’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Employee’s Address (include ZIP code)</td>
<td>4. Contract Number</td>
</tr>
<tr>
<td>7. Duration of Assignment</td>
<td>8. Telephone Number (include area code)</td>
</tr>
<tr>
<td>9. Place of Birth</td>
<td>10. Citizenship (If non-U.S. citizen, give visa status)</td>
</tr>
<tr>
<td>11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment</td>
<td></td>
</tr>
</tbody>
</table>

**12. EDUCATION (include all college or university degrees)**

<table>
<thead>
<tr>
<th>NAME AND LOCATION OF INSTITUTION</th>
<th>MAJOR</th>
<th>DEGREE</th>
<th>DATE</th>
<th>LANGUAGE</th>
<th>Proficiency Speaking</th>
<th>Proficiency Reading</th>
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**13. LANGUAGE PROFICIENCY (see Instruction on Page 2)**

**14. EMPLOYMENT HISTORY**

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

<table>
<thead>
<tr>
<th>POSITION TITLE</th>
<th>EMPLOYER’S NAME AND ADDRESS POINT OF CONTACT &amp; TELEPHONE #</th>
<th>Dates of Employment (M/D/Y)</th>
<th>Annual Salary From</th>
<th>To</th>
<th>Dollars</th>
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</table>

**15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)**

<table>
<thead>
<tr>
<th>SERVICES PERFORMED</th>
<th>EMPLOYER’S NAME AND ADDRESS POINT OF CONTACT &amp; TELEPHONE #</th>
<th>Dates of Employment (M/D/Y)</th>
<th>Days at Rate From</th>
<th>To</th>
<th>Rate In Dollars</th>
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**16. CERTIFICATION:** To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee Date

**17. CONTRACTOR’S CERTIFICATION (To be signed by responsible representative of Contractor)**

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor’s Representative Date
INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. “S” indicates speaking ability and “R” indicates reading ability. For more in-depth description of the levels refer to ADS 438

2. Limited working proficiency
   S  Able to satisfy routine special demands and limited work requirements.
   R  Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects within familiar contexts.

3. General professional proficiency
   S  Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.
   R  Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

4. Advanced professional proficiency
   S  Able to use the language fluently and accurately on all levels normally pertinent to professional needs.
   R  Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

5. Functionally native proficiency
   S  Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.
   R  Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Bureau for Management
Office of Acquisition and Assistance
Policy Division (M/OAA/P)
Washington, DC 20523-7100;

and

Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

PRIVACY ACT STATEMENT

Authority: Foreign Assistance Act, Pub. L. 87-165, as amended; and 48 CFR Ch. 7 - AIDAR,

Purpose: To collect, use, maintain, and disclose information to determine the qualifications of an individual for a specific contract position and to determine the reasonableness of proposed salary or consultant rate for the services proposed under the contract.

Routine Uses: The personal information is used by USAID to maintain administrative records and to perform other administrative functions inherent in the administration of the contract. This information will be used by USAID Contracting Officers and will not be disclosed outside USAID.
Disclosure: Contractor employees/consultants under USAID cost-reimbursement contracts must submit personal, employment history, educational and salary data as specified in the form. Providing personal information is voluntary. However, failure to provide any of the requested information may delay or prevent approval of the individual proposed under the specific contract.
ATTACHMENT 6: RTI Standard Terms & Conditions
Master Service Agreement
## Supplier Information:
- **Company Name**
- **Division**
- **Add1**
- **Add2**
- **City**, **State** **Zip**
- **Country**

**Taxpayer ID:** «EIN»

### Supplier Size and Socio-Economic Status:

If a Small Business**, check ALL that apply:

- Small Business Concern (SB)
- Small Disadvantaged Business. [Including Black-, Asian Pacific-, Subcontinent Asian-, Native-, Hispanic American-owned SBs or active 8(a)]
- Woman-Owned SB
- Veteran-Owned SB
- Service-Disabled Veteran-Owned SB
- HUBZone (Historically Underutilized Business Zone) certified SB
- Alaska Native Corporation and Indian Tribe

If not a Small Business, check one:

- Large
- Non-Profit
- Foreign/Other (including Gov't)
- HBCU/MI***

Enter the primary NAICS Code and Small Business Size Standard: Add appropriate info here

---

This Master Service Agreement (hereinafter referred to as “MSA” or the “Agreement”) is between Research Triangle Institute, under the trade name RTI International (hereinafter referred to as “RTI”), a nonprofit organization, and **Company Name**, acting as an independent contractor and not as an agent of RTI, (referred to throughout as “Supplier”). Supplier agrees to deliver all items and perform all services in accordance with the following Agreement Appendices:

- Appendix A: Standard Terms and Conditions
- Appendix B: Reserved
- Appendix C: Sample Subcontract/Subaward/Contract Release & Assignment

This MSA embodies the entire agreement between RTI and Supplier and supersedes all other agreements either written or oral. Officials signing this document certify that they have legal authority to enter into binding agreements on behalf of their organizations.

### Supplier Contractual Personnel:
- **Admin First Name**
- **Admin Last Name**
- **Admin Phone**

### RTI Contractual Personnel:
- **Team Leader**
- **Team Leader Phone**

<table>
<thead>
<tr>
<th>Supplier Contractual Personnel:</th>
<th>RTI Contractual Personnel:</th>
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<tr>
<td><strong>Admin First Name</strong></td>
<td><strong>Team Leader</strong></td>
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<td><strong>Admin Last Name</strong></td>
<td><strong>Team Leader Phone</strong></td>
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<td><strong>Admin Phone</strong></td>
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</tr>
</tbody>
</table>

**Signature:**

**Typed Name:**

**Title:**

**Date:**

---


**Small Business definitions and size standards are available in the Federal Acquisition Regulation 52.219-8 and 13 CFR Part 121; HUBZone SB must be certified by SBA (www.sam.gov and www.sba.gov/size). Under 15 U.S.C. 645(d), any person who misrepresents its size status 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.

***Historically Black Colleges and University (HBCU) or Minority Institutions (MI).
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Appendix A: Standard Terms and Conditions

ARTICLE 2. Definitions

In this Master Services Agreement (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

“Agreement” means the Terms and Conditions Articles set forth herein, the Statement of Work, Subcontract/Subaward/Contract(s), the Federal Acquisition Regulation (FAR) and Agency Supplemental Clauses (as applicable), Code of Federal Regulations (CFR), the Supplier’s Technical and Cost Proposal, the Representations and Certifications, and such further documents executed by both Parties and expressly incorporated in this Agreement.

“Client” means RTI’s customer who is responsible for funding the Subcontract/Subaward/Contract(s) issued under the Agreement.

“Direct Labor” means Supplier personnel performing work under this Agreement.

“Fringe Benefit Expense Rate” means the direct payroll-related expenses including employer-paid Benefits; Social Security and Medicare (FICA); State Unemployment (SUTA); Federal Unemployment (FUTA); Workers Compensation; and Vacation and Holiday Pay. This rate, as defined, shall satisfy the allowability and allocability requirements of Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles, or 2 CFR 200 Subpart E - Cost Principles, as applicable. The Fringe Expense Rate will be the percentage amount applied to actual Direct Labor expenses incurred under the Agreement’s Subcontracts/Subawards/Contracts.

“General and Administrative (G&A) Expense” means the Supplier’s costs of doing business that are not directly associated with the costs of performing this Agreement or the Supplier’s other contracts. These expenses, as defined, must satisfy the allowability and allocability requirements of Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles, or 2 CFR 200 Subpart E - Cost Principles, as applicable. Similar to the Fringe Benefit Rate, the G&A Expense Rate will be the percentage amount charged in accordance with the Supplier’s established method for allocating G&A.

“Lower tier subcontractor/subrecipient” means any person or firm lower-tier subcontractor/subrecipient for a part of the Work or any person or firm to whom a part of the Work has been subcontracted or subawarded and the legal successors in title to such person or firm, but not any assignee of such person or firm.

“Other Direct Costs (ODCs)” mean those expenses that are directly incurred for the benefit of performing the Work under a specific Subcontract/Subaward/Contract(s). For Subcontracts funded with Federal contract funds, these expenses must satisfy the allowability and allocability requirements of Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles. For Subawards and Contracts under Assistance Awards funded with Federal funds, these expenses must satisfy the allowability and allocability requirements of 2 CFR 200 Subpart E - Cost Principles. Generally, these costs consist of approved travel (hotel, meals, air and rail transportation expenses, car rental), pre-approved equipment, classified ads, and reasonable phone expenses directly charged to the project.

“Parties” as used under this Agreement mean “RTI” and “Supplier.”

“Pay Rate” means those actual direct labor expenses that are incurred for the benefit of performing the Work under a specific Subcontract/Subaward/Contract(s). These expenses, as defined, must satisfy the allowability and allocability requirements of Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles. For Subawards and Contracts under Assistance Awards funded with Federal funds, these expenses must satisfy the allowability and allocability requirements of 2 CFR 200 Subpart E - Cost Principles. The Supplier’s actual Pay Rate(s) solely consists of direct labor (gross hourly wage(s)) expenses that are completely unburdened with profit or any application of G&A, overhead or indirect rate expenses.
“Payment” means the remuneration that RTI has agreed to pay Supplier upon the execution, satisfactory completion, and acceptance of RTI’s Work set forth the Subcontract/Subaward/Contract(s) issued under this Agreement.

“Provisional billing rate(s)” means the Supplier’s temporary indirect rate ceiling(s) used for the purpose of allowing interim reimbursement of incurred indirect fringe and general and administrative costs. The provisional billing rate(s) remain(s) in effect until a final billing rate is negotiated and settled by the parties for the period in accordance with FAR Part 42.700 and the FAR Allowable Cost and Payment clause or 2 CFR 200 Subpart E - Cost Principles, as applicable. The provisional billing rate(s) will be subject to retroactive redetermination and audit by RTI or RTI’s Client in order to preclude substantial overpayments to Supplier. Unless terms of the Agreement stipulate otherwise, the Supplier’s provisional billing rates represent RTI’s maximum liability for the reimbursement of indirect expenses.

“RTI” means the Research Triangle Institute or RTI International.

“RTI Master Service Agreement Administrator” means the designated RTI person(s) who has contractual authority over the terms of the Master Service Agreement. The RTI Master Service Agreement Administrator is the only person authorized by RTI to make changes or amendments to the Master Service Agreement.

“RTI Project Manager” means the designated RTI person who has been provided the technical authority to manage the Work on behalf of RTI. The RTI Project Manager does not have authority to sign and bind RTI to contractual agreements.

“RTI Subcontract/Subaward/Contract Administrator” means the designated RTI person(s) who has contractual authority over the Work being performed pursuant to an individual Subcontract/Subaward/Contract issued under the Master Service Agreement. The RTI Subcontract/Subaward/Contract Administrator is the only person authorized by RTI to make changes or amendments to the issued Subcontract/Subaward/Contract.

“Site or Location” means the place(s) provided by Supplier where the Work is to be executed and any other places as may be specifically designated in the Subcontract/Subaward/Contract as forming part of the Site or Location.

“Statement of Work/Technical Specifications” means the services defined and set forth in an individual Subcontract/Subaward/Contract issued hereunder (hereinafter referred to as the “Work”), that the Supplier is responsible for delivering to RTI.

“Subcontract/Subaward/Contract” means the document that the RTI Subcontract/Subaward/Contract Administrator will use in accordance with the terms of this Agreement to authorize and reasonably request the Supplier to commence Work under and subject to the terms of this Agreement. Subcontract/Subaward/Contract(s) issued under this Agreement fully incorporate by reference the Terms and Conditions of the Agreement which are set forth herein. The term “Subcontract” will be applicable when RTI’s prime agreement is a contract and “Subaward” may be applicable when RTI’s prime agreement is a cooperative agreement or a grant in with the Supplier is a Subgrantee or Subrecipient. The term “Contract” will be applicable when RTI’s prime agreement is a Federally funded cooperative agreement or grant in which the Supplier is contractor, as defined by 2 CFR 200, who a provider of services to RTI.

“Supplier” means the person or firm who’s Cost and Technical Proposal has been accepted by RTI and the legal successors in title to such person, but not (except with the written consent of RTI) any assignee of such person or firm. The term “Subcontractor,” “Subrecipient” or “Contractor” may be used in place of Supplier where contextually appropriate and/or necessary.

ARTICLE 3. Type of Agreement
A. This is an Indefinite Delivery/Indefinite Quantity Master Service Agreement (MSA) and the terms and conditions presented in this Agreement shall apply to all Subcontracts/Subawards/Contracts awarded hereunder. RTI will provide work to the Supplier through the issuance of individual Subcontracts/Subawards/Contracts. The Subcontract/Subaward/Contract Procedures are set forth in other Articles hereunder. Subcontracts/Subawards/Contracts issued under this MSA will be either Firm

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Page 5 of 64
Master Service Agreement «MOA_ID»
Fixed Price, Time and Materials (T&M), Labor Hour (LH) or Cost Reimbursement (includes Cost Plus Fixed Fee and Cost Plus Award Fee arrangements).

B. Should RTI issue a Firm Fixed Price Subcontract/Subaward/Contract, Supplier agrees to complete all of the work requirements set forth in an individual Subcontract/Subaward/Contract’s Statement of Work and shall invoice RTI in accordance with the Milestone Payment Schedule included therein.

C. Should RTI issue a Time and Materials or Labor Hour Subcontract/Subaward/Contract, Supplier agrees to use its best efforts to perform all work and obligations under this Master Service Agreement within the prices established in the particular Subcontract/Subaward/Contract. Supplier shall utilize the labor categories and fully burdened fixed hourly labor rates set forth therein. These fixed rates include the Supplier’s direct wages, taxes, fringe, indirect costs, general and administrative cost, and profit. Other direct costs are not allowable costs without the prior written approval of the RTI Subcontract/Subaward/Contract Administrator. Supplier shall perform the work set forth in an individual Subcontract/Subaward/Contract’s Statement of Work and invoice RTI for the actual hours performed by Supplier employees utilizing the fixed rates and labor categories set forth therein.

D. Should RTI issue a Cost Reimbursement Subcontract/Subaward/Contract, Supplier agrees to use its best efforts to perform all work and obligations set forth in an individual Subcontract/Subaward/Contract’s Statement of Work and within the ceiling price and funding allocation stated in the individual Subcontract/Subaward/Contract. RTI shall bear no liability beyond the funded amount stipulated in an individual Subcontract/Subaward/Contract.

ARTICLE 4. Term of Agreement
The effective period for this Agreement shall begin in the beginning of August 2018 and continue until terminated in accordance with such provisions set forth herein. Each Subcontract/Subaward/Contract will establish the actual performance period for the work to be performed under such a Subcontract/Subaward/Contract. All terms contained in this Agreement shall become effective on the date cited in this Article.

ARTICLE 5. Subcontract/Subaward/Contract Procedures
A. RTI will authorize all work under this MSA through the issuance of Subcontracts/Subawards/Contracts. Each Subcontract/Subaward/Contract will be signed by the RTI Subcontract/Subaward/Contract Administrator and accepted by the Supplier. Subcontracts/Subawards/Contracts may be issued at any time during the Agreement’s effective period.

B. Prior to issuing a Subcontract/Subaward/Contract, RTI will provide the Supplier with a Request for Proposal which will include:

- A proposed Statement of Work;
- Subcontract/Subaward/Contract Type (Firm Fixed Price, Time and Materials, Labor Hour or Cost Reimbursement);
- The components of the offer to be submitted;
- The format for submission;
- The time frame for submission of the offer;
- The basis for selection; and
- Any other relevant instructions to the Supplier.

C. Supplier shall acknowledge receipt of each Request for Offer in writing by an authorized company officer within the time frame specified in the Request of Offer and respond with a technical and/or cost proposal (Subcontract/Subaward/Contract Offer) within the specified time frame. The technical proposal will delineate the Supplier’s interpretation for performing the Statement of Work, and the pricing proposal will constitute Supplier’s firm offer in accordance with the requirements of the Request for Offer.
D. Issuance of a Subcontract/Subaward/Contract to Supplier in response to Supplier’s Subcontract/Subaward/Contract Offer shall be at RTI’s sole discretion and is further contingent upon:

- RTI’s receipt of an executed award from the Client;
- Receipt of funding from RTI’s Client; and/or
- The receipt of any required approvals from RTI’s Client.

Each issued Subcontract/Subaward/Contract will include the following:

- A Statement of Work;
- Supplier’s Budget for performing the Subcontract/Subaward/Contract;
- Period of Performance;
- Subcontract/Subaward/Contract Type (Firm Fixed Price, Time and Materials, Labor Hour or Cost Reimbursement); and
- Any other pertinent information, including applicable special terms and conditions.

E. The completion date of a Subcontract/Subaward/Contract may extend beyond the ending date of this Agreement.

F. Under no circumstances may the Supplier start work prior to the issuance date of the Subcontract/Subaward/Contract unless specifically authorized to do so by the RTI Subcontract/Subaward/Contract Administrator in writing. Any work commenced prior to the actual issue date will be considered unauthorized and will not be subject to ratification or reimbursement.

G. Subcontracts/Subawards/Contracts shall not allow for any change to the terms or conditions of this Agreement. Notwithstanding, a Subcontract/Subaward/Contract may supplant any terms or conditions set forth in this Agreement on an individual Subcontract/Subaward/Contract basis, however, such a replacement of a particular term or condition set forth in this Agreement by an individual Subcontract/Subaward/Contract shall have no effect on the terms actually set forth in the Agreement, but rather will only be applicable to said Subcontract/Subaward/Contract. The replacement of terms or conditions set forth in an individual Subcontract/Subaward/Contract shall not be considered a modification to the Agreement, nor constitute a waiver of any rights or to grant relief from any stated obligations.

H. Past Performance on Subcontracts/Subawards/Contracts. RTI will evaluate the Supplier’s prior performance on Subcontracts/Subawards/Contracts when considering the use of the Supplier on a new bid to our Client. The following factors will be considered in selecting the Supplier for subsequent Subcontracts/Subawards/Contracts: (1) quality of the end product; (2) timeliness of performance; (3) responsiveness to RTI; and (4) reliability of cost estimates.

I. RTI Requests for Information. Upon RTI’s reasonable request, Supplier shall provide information which is necessary and relevant to an individual Subcontract/Subaward/Contract’s performance, as requested or required by RTI’s Client.
ARTICLE 6. **Designation of Contractual Representatives**

A. «Team_Leader» is hereby designated as the RTI Master Service Agreement Administrator and is the only one with the authority to direct changes under this Agreement. All notices shall be in writing and addressed as follows:

**For RTI**
- «Team_Leader»
- Global Supply Chain
- RTI International
- P.O. Box 12194
- Research Triangle Park, NC 27709-2194
- Phone: «Team_Leader_Phone»
- Email: «Team_Leader_Email»

**For Supplier**
- «Notice_FirstName» «Notice_LastName»
- «Company_Name»
- «Division»
- «Add1»
- «Add2»
- Phone: «Notice_Phone»
- Email: «Notice_Email»

B. RTI will assign a Principal Investigator/Project Manager and an RTI Subcontract/Subaward/Contract Administrator on an individual Subcontract/Subaward/Contract basis, and each such assignment will be set forth in the applicable Subcontract/Subaward/Contract. All reports and deliverables will be addressed to the RTI Principal Investigator/Project Manager identified in each Subcontract/Subaward/Contract.

ARTICLE 7. **Key Personnel**

A. Supplier personnel considered essential to the work being performed under an individual Subcontract/Subaward/Contract will be identified in such a Subcontract/Subaward/Contract. By mutual agreement, the list of key personnel designated in an individual Subcontract/Subaward/Subcontract/Contract may be amended from time to time during the course of a Subcontract/Subaward/Contract’s performance, to either add or delete key personnel as appropriate.

B. During the first ninety (90) calendar days of an individual Subcontract/Subaward/Contract’s performance, Supplier shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Supplier shall notify the RTI Subcontract/Subaward/Contract Administrator within ten (10) calendar days after the occurrence of any of these events and provide the information required by Paragraph C below. After the initial ninety (90) calendar day period, Supplier shall submit the information required by Paragraph C to the RTI Subcontract/Subaward/Contract Administrator at least ten (10) calendar days prior to making any permanent substitutions.

C. Prior to diverting the above-named personnel to other programs, Supplier shall submit a justification (including the reason for the requested substitution and resumes of the proposed replacement key personnel) in sufficient detail to permit evaluation of the impact of the requested substitution on the program. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The RTI Subcontract/Subaward/Contract Administrator will notify Supplier of RTI’s decision about the substitutions within ten (10) calendar days after receipt of all required information.
ARTICLE 8. Institutional Review Board (IRB) (Applicable if Subcontract/Subaward/Contract involves the use of Human Subjects)

Institutional Review Board approval must be obtained before any contact with human subjects. All research involving human subjects, or data from or about human subjects, must be conducted in accordance with applicable federal regulations (45 CFR 46 and 21 CFR 50 and 56) and the protocol approved by the IRB. Research activities include contacting Human Subjects, conducting the survey and the collecting and storing of any Human Subject data resulting from this survey. Upon notice of IRB approval, RTI will provide notice to the Supplier to commence work. Once this notice is provided to Supplier, the Supplier may commence with the research activities.

ARTICLE 9. Privity of Contract

No privity between Supplier and RTI’s Client, including the Federal Government, is established by this Agreement or an individual Subcontract/Subaward/Contract. All communications regarding this Agreement or an individual Subcontract/Subaward/Contract must be directed to RTI and not to RTI’s Client.

ARTICLE 10. Independent Contractor

The relationship of Supplier to RTI is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. Supplier shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Supplier’s protection in connection with work performed under this Agreement. Neither Supplier nor anyone employed by it shall be, represent, act, and purport to act, or be deemed to be an agent, representative, employee, or servant of RTI.

ARTICLE 11. Statement of Work/Budget

Supplier shall furnish the necessary personnel, materials, services, equipment and facilities, and all other items necessary to accomplish all tasks specified in each individual Subcontract/Subaward/Contract issued pursuant to this Agreement.

ARTICLE 12. Limitation of Funds/Costs (Applicable to Incrementally Funded Subcontracts/Subawards/Contracts)

A. The parties agree that performance of an individual Subcontract/Subaward/Contract will not cost RTI or RTI’s Client more than the cost specified in an individual Subcontract/Subaward/Contract. Supplier agrees to use its best efforts to perform the work set forth in an individual Subcontract/Subaward/Contract within the cost ceiling and the funding amount allocated to the individual Subcontract/Subaward/Contract. RTI may fund an individual Subcontract/Subaward/Contract on an incremental basis. In the event an individual Subcontract/Subaward/Contract is not fully funded at the time of award, RTI, at its sole discretion, will incorporate additional funding to support the work requirements as funding is made available to RTI by RTI’s Client. This additional funding will be incorporated into the Subcontract/Subaward/Contract by written modification. Funding allocations shall not exceed the cost ceiling established in the Subcontract/Subaward/Contract. No costs will be incurred under an individual Subcontract/Subaward/Contract except those costs specifically proposed by the Supplier to RTI. RTI is not obligated to reimburse the Supplier for costs incurred in excess of the total funding amount allotted by RTI to an individual Subcontract/Subaward/Contract, and the Supplier is not obligated to continue performance under an individual Subcontract/Subaward/Contract or otherwise incur costs in excess of the amount of funding allotted to an individual Subcontract/Subaward/Contract. For incrementally funded Subcontracts funded via Federal Contracts, the Limitation of Funds Clause (FAR 52.232-22) shall also apply, and when such an individual Subcontract becomes fully funded, the Limitation of Cost Clause (FAR 52.232-20) shall then become applicable.

B. Supplier shall notify the RTI Subcontract/Subaward/Contract Administrator and Project Manager in writing when 75% of an individual Subcontract’s authorized funding has been expended under the Subcontract. The notice shall state the estimated amount of hours and funding required, if any, to continue performance under the Subcontract, along with an explanation of why the additional time and/or effort are needed. The Supplier shall not perform beyond the authorized funded amount without the advance written approval of the RTI Subcontract/Subaward/Contract Administrator.
ARTICLE 13. Consultants and Lower-Tier Subcontractors/Subrecipient

A. PRIOR WRITTEN approval of the RTI Subcontract/Subaward/Contract Administrator is required for obtaining services of consultants and lower-tier subcontractors/subrecipients. Costs for consultants and lower-tier Subcontracts/Subawards/Contracts who have not received PRIOR WRITTEN approval in accordance with this Article will not be reimbursed. Inclusion in the Supplier’s budget or proposal does not constitute request or approval of consultants or lower-tier subcontractors/subrecipients.

B. When requesting the use of consultants or lower-tier subcontractors/subrecipients, the Supplier shall furnish information concerning the need for such services, the reasonableness of the fees or costs, a copy of the proposed consulting agreement/Subcontract/Subaward/Contract, and any additional information required to make a determination of acceptability, including, as applicable to Federal contract funded Subcontracts, FAR 52.244-2. Cost-plus-a-percentage-of-cost subcontracts, subawards or purchase orders are prohibited.

ARTICLE 14. Assignment, Delegation and Subcontracting

A. Supplier shall not assign or novate any of its rights or interests in this Agreement or an individual Subcontract/Subaward/Contract without RTI’s prior written consent. Supplier shall not delegate any of its duties or obligations under this Agreement or an individual Subcontract/Subaward/Contract. Supplier may not assign its right to monies due or to become due. No assignment, delegation or subcontracting by Supplier, with or without RTI’s consent, shall relieve Supplier of any of its obligations under this Master Service Agreement or prejudice any of RTI’s rights against Supplier whether arising before or after the date of any assignment. This Article does not limit Supplier’s ability to purchase standard commercial supplies or raw materials.

B. RTI shall be entitled to assign an individual Subcontract/Subaward/Contract to any of its subsidiaries or other affiliates (including by operation of law, judicial process or otherwise) or any successor to RTI’s business or operations without prior notice to or consent from Supplier. RTI shall further be entitled to assign an individual Subcontract/Subaward/Contract to its Prime Sponsor of the agreement under which an individual Subcontract/Subaward/Contract is issued without prior notice to or consent from Supplier. Any other assignment by RTI shall require Supplier consent.

ARTICLE 15. Technical Direction

A. The RTI Principal Investigator/Project Manager identified in an individual Subcontract/Subaward/Contract does not have the authority to direct the Supplier to make changes in scope, period(s) of performance, place(s) of performance, cost, funding, or any other express Provisions of this agreement or an individual Subcontract/Subaward/Contract. All matters affecting the terms of this Agreement or an individual Subcontract/Subaward/Contract, and the administration thereof, shall be referred to the RTI Subcontract/Subaward/Contract Administrator. The RTI Subcontract/Subaward/Contract Administrator is the only person with the authority to direct changes under an individual Subcontract/Subaward/Contract. Any changes to the provisions of this Agreement or an individual Subcontract/Subaward/Contract must be made by written modification in accordance with the Changes and Modifications Provision of this Agreement.

B. When, in the opinion of Supplier, technical direction calls for effort outside the scope of the Statement of Work, Supplier shall so notify the RTI Subcontract/Subaward/Contract Administrator and RTI Principal Investigator/Project Manager of the technical direction in writing in accordance with the Changes and Modifications Article of this Agreement.

ARTICLE 16. Inspection and Acceptance

Acceptance of the work set forth in this an individual Subcontract/Subaward/Contract will be made by RTI Principal Investigator/Project Manager identified in such a Subcontract/Subaward/Contract or his/her authorized designee. RTI has the right to inspect and evaluate the work performed or being performed under this 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 RTI performs any inspection or test on the premises of the Supplier or a lower-tier subcontractor/subrecipient, the Supplier shall furnish, and shall require lower-tier subcontractors/subrecipients to furnish, without additional charge, all reasonable facilities, and assistance for
the safe and convenient performance of these duties. Upon RTI's request, Supplier shall provide RTI the records of inspection/test for any products and/or services furnished hereunder at any time during performance and any applicable warranty period.

ARTICLE 17.  Master Service Agreement Changes and Modifications
A. No change in the terms or conditions of this Agreement ("Changes") shall be made without a written modification of this Agreement, and such a modification shall be signed by both the RTI Master Service Agreement Administrator and Supplier's Contractual Designee. All changes shall be deemed to be effective from the date of the modification’s execution; however, such Changes shall be effective and applicable to all Subcontract/Subaward/Contracts currently under performance.

B. Any replacement of terms or conditions made pursuant to the provisions set forth in Article 4(G): Subcontract/Subaward/Contract Procedures shall not be considered a modification to this Agreement.

C. Except as set forth in this Article, no employee, contractor, agent, or representative of either party is authorized to alter or amend the terms and conditions of this Agreement.

ARTICLE 18.  Subcontract/Subaward/Contract Changes and Modifications
A. The RTI Subcontract/Subaward/Contract Administrator may, without notice to sureties and in writing, direct changes within the general scope of individual Subcontract/Subaward/Contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of RTI-furnished property; and, if individual Subcontract/Subaward/Contract includes services; (vi) description of services to be performed; (vii) time of performance (i.e., hours of the day, days of the week, etc.); and (viii) place of performance. Supplier shall comply immediately with such direction.

B. If any change under this Article causes an increase or decrease in the Supplier’s cost of, or the time required for, the performance of any part of an individual Subcontract/Subaward/Contract, the parties shall negotiate an equitable adjustment in the price or schedule, or both, and the RTI Subcontract/Subaward/Contract Administrator shall modify the individual Subcontract/Subaward/Contract in writing accordingly.

C. Supplier must assert its right to an adjustment under this Article to the RTI Subcontract/Subaward/Contract Administrator in writing within 25 calendar days from the date of Supplier’s receipt of the written change order from the RTI Subcontract/Subaward/Contract Administrator. In support of the claim for adjustment, Supplier shall provide a written statement describing the general nature of the requested adjustment, as well as a fully supported proposal with the total dollar amount of the requested adjustment. RTI may, at its sole discretion, consider any claim regardless of when asserted. RTI, or mutually agreeable third-party, may examine Supplier’s pertinent books and records to verify the amount of Supplier’s claim. Failure of the parties to agree upon any adjustment shall not excuse Supplier from performing previously agreed upon work.

D. Notwithstanding the foregoing provisions of this article, an individual Subcontract/Subaward/Contract’s ceiling or funded amount shall not be increased or deemed to be increased except by specific written modification of the Subcontract/Subaward/Contract indicating the new Subcontract/Subaward/Contract ceiling and authorized funded amount. Until such modification is made, Supplier shall not continue performance or incur costs beyond the period of performance or the authorized funded amount as set forth in the Subcontract/Subaward/Contract.

ARTICLE 19.  Deliverables and Technical Reports
A. Deliverable requirements will be stipulated in individual Subcontract/Subaward/Contracts. All required deliverables shall be addressed to the RTI Project Manager designated in such a Subcontract/Subaward/Contract.
B. Notwithstanding any other payment provision of this Agreement, failure of Supplier to submit required reports when due, or failure to perform or deliver required work, supplies, or services to the reasonable satisfaction of RTI’s Project Manager, will result in the withholding of payment under this Agreement unless such failure arises out of causes beyond the control and without the fault or negligence of Supplier.

**Submission and Payment of Invoices**

A. T&M, Labor Hour and Cost Reimbursement Subcontracts/Subawards/Contracts: Supplier shall submit invoices monthly for reasonable, allowable, and allocable costs incurred in the performance of work under a Subcontract/Subaward/Contract.

B. Fixed Price Subcontracts/Subawards/Contracts: Supplier shall submit invoices in accordance with each individual Subcontract/Subaward/Contract’s Milestone Payment Schedule contained therein.

C. RTI shall make any payments due under this Agreement within thirty (30) calendar days after its receipt of a proper invoice from Supplier provided Supplier complied with requirements of Subcontract/Subaward and 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:

http://www.rti.org/page.cfm?Supplier_Invoice/Payment_Instructions

D. Allowable Costs for Subcontracts funded via Federal Contracts: Except as provided in this Article, payment for Subcontracts issued under Federal Contracts will be made in accordance with the following clauses of the Federal Acquisition Regulation (FAR), which are incorporated by reference. In each of the following clauses, “Contractor” means Supplier, “Contracting Officer” means the RTI Master Service Agreement Administrator or the RTI Subcontract/Subaward/Contract Administrator, and “Government” means RTI and “Disputes Clause” means the “Disputes Clause” of this Agreement.

1) FAR 52.216-7 Allowable Cost and Payment
2) FAR 52.216-8 Fixed Fee (Applicable to Cost Plus Fixed Fee Subcontracts)
3) FAR 52.216-10 Incentive Fee (Applicable to Cost Plus Incentive Fee Subcontracts).

E. Allowable Costs for Subawards funded via Federal Cooperative Agreements/Grants: RTI determines the allowability of costs in accordance with the cost principles applicable to the type of Supplier incurring the costs as follows:

(1) For-profit organizations. Allowability of costs incurred by for-profit organizations and those non-profit organizations listed in Appendix VIII to 2 CFR 200 is determined in accordance with the for-profit costs principles in 48 CFR part 31 in the Federal Acquisition Regulation.

(2) Other types of organizations. Allowability of costs incurred by other types of organizations that may be Subrecipients under a prime award to a for-profit organization is determined in accordance with 2 CFR 200 Subpart E – Cost Principles.

(3) Fee and profit. The Subrecipient may not earn or keep any profit resulting from a Subaward, unless explicitly authorized by the terms and conditions of this Subaward. The Subrecipient may pay a fee or profit to a contractor providing goods or services under a contract.

**ARTICLE 21. Indirect Rate and Audit Indemnity (Applicable to Cost Type Subcontract/ Subaward/ Contracts)**

A. Supplier shall provide the RTI Master Service Agreement Administrator with a copy of Supplier’s Negotiated Indirect Cost Rate Agreement with the Government for the purpose of verifying compliance with Supplier’s Negotiated Indirect Cost Rate Agreement with the Government. In the event Supplier will not provide indirect rate information to RTI due to proprietary restrictions, Supplier hereby agrees to certify to the following:

“The indirect costs billed under this Subcontract/Subaward/Contract do not exceed the indirect rates as determined in Supplier’s Negotiated Indirect Cost Rate Agreement with the Government for the fiscal year in which the direct costs were incurred.”
B. If Supplier does not have a Negotiated Indirect Cost Rate Agreement with the Government, Supplier shall invoice for indirect costs that do not exceed the indirect rates established in the individual Subcontract/Subaward/Contract. Supplier shall maintain and provide upon request appropriate audit-level documentation to support claimed indirect rates.

C. In the event that a Government audit of Supplier financial records results in a determination that Supplier has failed to adhere to the requirements of this Article, 2 CFR 200 Subpart E and 48 CFR 31, and such audit results in the reduction of the price of a Subcontract/Subaward/Contract, Supplier hereby agrees to indemnify, defend and hold harmless RTI from and against any and all demands, claims, liabilities, fines, penalties, losses, damages, costs and expenses of whatsoever nature, including attorneys’ fees, which may be asserted by the Government auditor. The Supplier shall promptly, within 30 days from date of the Government audit findings, reimburse RTI for any overpayments, including any interest and penalties, previously made by RTI to Supplier as a result of Supplier’s failure to comply with the cost allocability, allowability and reasonableness standards set forth in 48 CFR 31 or 2 CFR 200 Subpart E, as applicable.

ARTICLE 22. Subcontract/Subaward/Contract Final Payment and Closeout
Supplier’s final invoice for an individual Subcontract/Subaward/Contract and release and assignment shall be submitted to RTI within 90 calendar days following completion of the period of performance of the Subcontract/Subaward/Contract. In the event that quick closeout is requested by RTI, Supplier shall comply with FAR Part 42.708 to complete the Subcontract/Subaward/Contract closeout. Payment of the final invoice will be withheld pending:
- Completion, submission, and acceptance by RTI of all work performed under the Subcontract/Subaward/Contract’s Statement of Work
- Completion of Subcontract/Subaward/Contract Release and Assignment Form (see Appendix C: Sample Subcontract/Subaward/Contract Release and Assignment), including patent/invention report, and property report; and
- Clear, visible, and proper marking of “final invoice” on the actual final invoice

ARTICLE 23. Travel
To the extent travel is not restricted by this Agreement or an individual Subcontract/Subaward/Contract, costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable, allowable, and allocable under an individual Subcontract/Subaward/Contract only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect on the day of travel as set forth in the current version of the Federal Travel Regulations (FTR).

ARTICLE 24. Taxes
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 worker’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 Agreement or Subcontract/Subaward/Contract 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 in Article 19. The invoice tendered to RTI for payment shall comply with the applicable local country’s VAT regulations.

ARTICLE 25. Record Retention and Access
Supplier shall maintain books, records, documents, program and individual service records and other evidence of its compliance with laws and regulations as well as accounting and billing procedures with respect to this Agreement and all issued Subcontracts/Subawards/Contracts. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of RTI, or by the United States government, as applicable. Supplier shall retain all such records concerning this MSA Template, Version 1.12
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Agreement for a period of three (3) years after the completion of the applicable Subcontract/Subaward/Contract. If any litigation, claim, or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE 26. Confidential Information
A. During the term of this Agreement, and throughout the course of an individual Subcontract/Subaward/Contract’s performance, Supplier and its employees may receive or have access to data and information that is confidential and proprietary to RTI or its Client. All such data and information (“Confidential Information”) made available to, disclosed to, or otherwise made known to Supplier as a result of services under this Agreement or an individual Subcontract/Subaward/Contract shall be considered confidential and shall be considered the sole property of RTI and/or RTI’s Client. Confidential Information may be used by Supplier or its employees only for purposes of performing the obligations set forth in an individual Subcontract/Subaward/Contract 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.

Confidential and/or proprietary information includes, but is not limited to, trade secrets, the structure, sequence, and organization of the Products, marketing plans, blueprints, techniques, processes, procedures and formulae, price lists, specifications, prints, and Product plans. Intellectual Property may include, without limitation, information relating to research and development, formulations, inventions, discoveries, improvements, methods, and processes, techniques, methodologies, know-how, algorithms, compositions, works, concepts, designs, ideas, prototypes, models, samples, writings, notes, patent applications, and trade secrets. Business practices may include, without limitation, information relating to business plans, financial information, products, and services, manufacturing processes and methods, costs, sources of supply, strategic marketing plans, customer lists, sales profits, pricing methods, personnel, and business relationships (“Confidential Information”).

B. The foregoing obligations shall not apply to Confidential Information which:

1. is or becomes generally available to the public other than as a result of a disclosure by Supplier;
2. becomes available to Supplier on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party;
3. Supplier develops independently without use of the disclosing party’s Confidential Information, as demonstrated by written records and evidence;
4. was in Supplier’s possession or known to it prior to its receipt from the disclosing party; or
5. is required by law to be disclosed, provided Supplier notifies the disclosing party promptly and gives the disclosing party an opportunity to seek an appropriate protective order.

D. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the termination of the applicable individual Subcontract/Subaward/Contract and indefinitely for any Trade Secrets. Supplier shall return or destroy all copies of any Confidential Information it has received from RTI within thirty (30) business days after the effective date of the termination. At the request of RTI, an authorized officer of the Supplier will certify in writing that it has complied with its obligations hereunder.

E. The provisions of this Article apply in addition to the terms of any Non-Disclosure Agreement (NDA) between the parties related to this program. In the event of a conflict between this Article and the NDA, the terms of the NDA control, except that as to the duration of the obligations of confidentiality and non-disclosure, the longer duration applies.

ARTICLE 27. Conflicts of Interest
A. Supplier warrants that, to the best of the Supplier’s knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest or that the Supplier has disclosed all such relevant information.
B. Supplier agrees that if an actual or potential conflict of interest is discovered after the execution of this Agreement or the awarding of an individual Subcontract/Subaward/Contract, the Supplier will make a full disclosure in writing to the RTI Master Service Agreement Administrator. This disclosure shall include a description of activities that the Supplier has taken or proposes to take, after consultation with the RTI Master Service Agreement Administrator, to avoid, mitigate, or neutralize the actual or potential conflict.

C. In the event RTI issues a Subcontract/Subaward/Contract funded by the Public Health Service, Supplier will separately certify that it either has its own Financial Conflicts of Interest (“FCOI”) policy compliant with 42 CFR § 50 Subpart F or 45 CFR § 94, or that it will comply with RTI’s FCOI policy. If following its own compliant policy, Supplier warrants that it has submitted any required FCOI management plans to RTI and will continue to submit FCOI management plans throughout the term of the individual Subcontract/Subaward/Contract as required. If following RTI’s policy, individuals performing on behalf of Supplier that are responsible for the design, conduct, or reporting of research funded by the Public Health Service (“Investigators”) shall complete RTI’s FCOI training and submit Significant Financial Interest disclosure forms prior to beginning work and either annually thereafter or as new reportable Significant Financial Interests are obtained, whichever occurs first.

D. The RTI Master Service Agreement Administrator may terminate this Agreement or an individual Subcontract/Subaward/Contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Supplier was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the RTI Master Service Agreement Administrator, RTI may terminate the contract for default, and/or forward the relevant information to the Government Contracting Officer, who may debar the Supplier from Government contracting, and/or pursue such other remedies as may be permitted by law or this Agreement.

E. Supplier further agrees to insert provisions which shall conform substantially to the language of this Section, including this paragraph (d), in any lower-tier subcontract, subaward or consultant agreement hereunder.

ARTICLE 28. Work for Hire

The work contributed by Supplier exclusively hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. RTI shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of Supplier’s Subcontract/Subaward/Contract deliverables hereunder in whatever stage of completion. If for any reason the results and proceeds of Supplier’s services hereunder are determined at any time not to be a "work made for hire", Supplier hereby irrevocably transfers and assigns to RTI all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. Supplier agrees that RTI may make any changes or additions to the work prepared by Supplier hereunder, which RTI in its sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to Supplier. Supplier represents that, except with respect to material furnished to Supplier by RTI, Supplier's services are original with Supplier, and does not knowingly violate the right of privacy or publicity, or any other rights of any person, firm, or Supplier. To the extent that the work is the subject of or a deliverable under a state or Federal contract, the terms of such contract shall supersede the terms of this paragraph.

ARTICLE 29. Patents and Inventions

Subject to Federal or state laws and regulations, to the extent applicable, all ideas, inventions (whether or not patentable), and improvements whatsoever, conceived, discovered, or developed by Supplier, Supplier's employees or Supplier's subcontractors or subrecipients, specifically and exclusively related to performance of this Agreement and Subcontracts/Subawards/Contracts issued hereunder, shall be and remain the sole and exclusive property of RTI. Supplier agrees to promptly disclose to RTI all such ideas, inventions, and improvements, and, on demand and at RTI’s expense, assist and require and bind Supplier's employees to assist, in preparation, execution, and delivery of any disclosures, patent applications or other papers required by RTI to obtain and enforce patents in the United States and foreign countries, and to execute and deliver to RTI any reasonably stated assignment or other document which RTI deems necessary to perfect RTI’s right, title and interest in and to said ideas, inventions, and improvements.
**ARTICLE 30. Right to Publish/Release of Information**

A. Supplier agrees that it will not publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this Agreement without providing RTI 90 days to review prior to publishing.

B. Supplier and RTI mutually agree not to use the other party’s name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless such materials have received prior written approval of the other party. Approvals shall not be unreasonably withheld. Unless specifically restricted in an individual Subcontract/Subaward/Contract, use of either party’s name may be made in internal documents, annual reports, and data bases which are available to the public and which identify the existence of the research project by title, principal investigator, sponsor, period of funding, amount of award and abstract of the project.

C. Supplier shall not use or duplicate any proprietary information including trade secrets belonging to or supplied by RTI, except as authorized by RTI in the performance of services or work under an individual Subcontract/Subaward/Contract.

D. Any program, document, data or information supplied by Supplier to RTI's Client through RTI may be used, copied or disclosed by Client as necessary in the normal course of its business, subject to any copyright of Supplier in such materials and any notices or legends appearing thereon, provided (1) Supplier is entitled to place such notices or legends and (2) no other provisions of this Agreement or an individual Subcontract/Subaward/Contract (including, if applicable, any CFR or FAR Clauses set forth in, or incorporated into, this Agreement) prohibit or limit the effectiveness of such copyright or notice or legend.

**ARTICLE 31. Indemnification**

A. Supplier shall defend, indemnify and hold RTI harmless from any loss, damage, liability, claims, demands, suits, or judgments ("Claims") including any reasonable attorney’s fees, and costs, as a result of any damage or injury to RTI or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to Claims by Supplier’s employees, directors, officers or agents) or their property which is directly or indirectly caused by the negligence, willful misconduct, breach of this Agreement or an individual Subcontract/Subaward/Contract, or violation of statutory duties of Supplier, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Agreement or an individual Subcontract/Subaward/Contract unless such Claim is caused by, or resulting from, a material breach of this Agreement by RTI.

B. RTI shall promptly notify Supplier of any claim which is covered by this provision. Supplier shall, in a diligent and timely manner, (i) brief RTI on all material information pertaining to a Claim and Supplier’s efforts to defend against the Claim; and (ii) respond to reasonable inquiries by RTI regarding such Claim or defense. Any cooperation which an Indemnitee provides Supplier at Supplier’s request with regard to defending against a Claim shall be at the sole expense of Supplier. RTI may, in its sole discretion, participate in any defense or settlement of a Claim and/or appoint adequate counsel, at Supplier’s sole expense, to defend an Indemnitee against a Claim. Supplier shall not enter into any settlement, consent, or other like resolution of a Claim without RTI’s written approval, which RTI shall not unreasonably withhold. The issuance of such approval shall not waive or otherwise limit the indemnity rights of an Indemnitee under this Article.

**ARTICLE 32. Infringement Representation**

Supplier represents (a) that in preparing or presenting any deliverables for a Subcontract/Subaward/Contract under this Agreement, Supplier will not knowingly infringe any intellectual property rights held by others; (b) that all deliverables developed by Supplier personnel for any Subcontracts/Subawards/Contracts under this Agreement will be original works, and that Supplier will not incorporate any material not developed by Supplier personnel in preparing or presenting such works without clearly indicating such third party materials; and (c) that Supplier will notify RTI of any third party rights of which Supplier is aware that are necessary for RTI and RTI’s Client(s) to use any such deliverables in accordance with the Subcontract/Subaward/Contract.
ARTICLE 33. **Governing Law**
This Master Service Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding its principles of choice of laws, except as to any provisions hereof which are governed by the laws of the United States of America, as to which provisions such laws of the United States shall govern. If this Master Service Agreement involves the sale of good, then this Master Service Agreement excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

ARTICLE 34. **Compliance with Laws**
Supplier, in the performance of this Master Service Agreement, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances of the United States and all countries where Supplier will be performing the Subcontract/Subaward/Contract.

ARTICLE 35. **Excusable Delays**
A. Neither Party hereto shall be in default because of any failure to perform under the terms of this Agreement or an individual Subcontract/Subaward/Contract if the failure arises from any incident or circumstance beyond the affected Party's control. For Federally funded Subcontracts/Subawards/Contracts, a United States (U.S.) government shutdown and any interruption in the U.S. government's operations shall constitute an incident or circumstance beyond the affected Party's control if the Party affected informs the other Party immediately in accordance with the requirements of Paragraph (B) below.

B. If any such case occurs, the Party affected shall inform the other Party immediately indicating the presumable duration and extent of such contingency. Moreover, the Party affected shall promptly use all reasonable efforts to settle such contingencies so that the performance of its obligations under this Master Service Agreement can be resumed as soon as possible.

ARTICLE 36. **Stop Work Order**
A. RTI may at any time, by written notice to Supplier, require Supplier to stop all or any part of the work called for by an individual Subcontract/Subaward/Contract. Upon receipt of the notice, Supplier shall immediately cease all work in accordance with the written notice and shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the written notice during the period of work stoppage.

B. Once the Stop Work order is no longer necessary, RTI shall either terminate in accordance with the Subcontract/Subaward/Contract Termination/Cancellation Article of this Agreement or cancel the stop work order by written notice to Supplier. Supplier shall resume work upon cancellation or expiration of any stop work order. In the event Supplier is given notice to continue performing work on the Master Service Agreement, an equitable adjustment in accordance with the principles of the Subcontract/Subaward/Contract Changes and Modifications Article of this Master Service Agreement shall be made to the Subcontract/Subaward/Contract price, the delivery schedule, or both, if applicable, provided that the claim for equitable adjustment is made as soon as possible but no later than twenty-five (25) calendar days after date of notice to continue.

ARTICLE 37. **Disputes**
A. Any dispute arising under this Agreement or an individual Subcontract/Subaward/Contract shall be settled by mutual agreement of the parties or pursuant to Paragraph B below.

B. 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.

C. Pending completion of the Subcontract/Subaward/Contract under dispute, 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 Master Service Agreement.
ARTICLE 38. Litigation and Labor Disputes
A. Supplier shall provide written notice to RTI of any litigation that relates to the services directly or indirectly financed under this Agreement or Subcontract/Subaward/Contract, or that has the potential to impair the ability of the Supplier to fulfill the terms and conditions of this Agreement or an individual Subcontract/Subaward/Contract, including but not limited to financial, legal or any other situation which may prevent the Supplier from meeting its obligations on the Agreement or an individual Subcontract/Subaward/Contract.

B. Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of an individual Subcontract/Subaward/Contract, Supplier shall immediately (within five (5) calendar days) give notice thereof, including all relevant information, to RTI.

ARTICLE 39. Master Service Agreement Termination/ Cancellation
This Agreement may be terminated or cancelled by either party upon providing written notice to the non-terminating party of such an intention. The termination of this Agreement shall have no bearing on previously executed Subcontract/Subaward/Contracts, and all terms, conditions and obligations included herein shall remain in full force and effect for all such previously issued Subcontracts/Subawards/Contracts.

ARTICLE 40. Subcontract/ Subaward/ Contract Termination/ Cancellation

Termination for Default
A. If Supplier should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled staff or proper materials, or if Supplier should fail to make prompt payment to lower-tier subcontractors or subrecipients for material or labor, or otherwise is guilty of a violation on any provision of this Agreement or an individual Subcontract/Subaward/Contract, including delivery delays beyond fifteen (15) days after specified delivery date, or as otherwise specified in the Agreement or an individual Subcontract/Subaward/Contract, then RTI, without prejudice to any of the other rights or remedies expressly provided by law, may cancel this Agreement or an individual Subcontract/Subaward/Contract, or any part hereof, by written notice to Supplier and shall have the right thereafter to take possession of all materials, equipment and the like, the cost of which has been reimbursed by RTI to Supplier, in such cases of termination, RTI shall be relieved of all further obligations hereunder. In the event that RTI incurs any additional costs as a result of the default by Supplier, RTI shall have the right to hold Supplier accountable for any such additional costs or damages incurred by RTI.

Termination for Bankruptcy
B. If either party shall be adjudged bankrupt, or become insolvent or file for voluntary bankruptcy or be subjected to involuntary bankruptcy proceedings, or enter receivership proceedings, or make an assignment for the benefit of creditors, then the other party, without prejudice to any of the other rights or remedies expressly provided by law, may cancel this Agreement or an individual Subcontract/Subaward/Contract, or any part hereof, by written notice to the bankrupt party and shall have the right there to retain possession of all materials, equipment and the like, the cost of which has not been reimbursed by the bankrupt party to the other party. In such cases of termination, the other party shall be relieved of all further obligations hereunder.

Termination for Convenience
C. RTI reserves the right, at any time, in its own best interest or at the direction of any client or ultimate government customer, and without liability may, upon written notice to Supplier, terminate an individual Subcontract/Subaward/Contract, in whole or in part, at any time, 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, 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 Subcontract/Subaward/Contract price or authorized funding, whichever is less. 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.
D. Supplier shall provide RTI any supporting information necessary to document the reasonableness of Supplier’s termination for convenience claim. RTI reserves the right to verify the amounts of any cost and profit increments claimed by Supplier, through an audit of Supplier’s records.

**ARTICLE 41. Insurance**

A. Upon execution of this Agreement, Supplier certifies that it maintains and also that it shall require any lower-tier subcontractor or subrecipient to maintain throughout this Agreement the following insurance at, or in excess of, the limits detailed below.

- Worker’s compensation and employer’s liability insurance as required by the state or province where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.
- Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the Supplier or of any of its employees, agents, or lower-tier subcontractors or subrecipients, with $1,000,000 combined single limits.

B. The required levels of insurance coverage for work performed outside of the United States by non-U.S. vendors shall be based on the customary insurance practices in the country of the vendor and the country where the work is being performed, as directed by the RTI Subcontract/Subaward/Contract Administrator.

C. Supplier’s insurance policy shall name as an additional insured:

   “RTI International and its subsidiaries, affiliates, officers, directors, and employees”

D. Supplier shall provide to RTI, upon Agreement execution and upon each renewal or replacement thereof a certificate of insurance depicting the insurance requirements set forth in this Article. Supplier shall send the insurance certificate or renewal certificate(s) via mail or electronic mail (preferred). If the mail is used, please send certificates to the following address:

   RTI International  
   Global Supply Chain  
   3040 Cornwallis Road  
   Research Triangle Park, NC 27709  
   Attention: «Team_Leader»  
   Email: «Team_Leader_Email»

**ARTICLE 42. Standards of Ethics and Business Conduct**

A. RTI has established very high ethical standards for its employees, subcontractors, subrecipients, contractors and vendors. RTI considers adherence to the RTI Code of Conduct as well as strict observance of all U.S. and non-U.S. laws and regulations to be both a legal requirement and an ethical obligation for its employees. All RTI Subcontractors, Subrecipients and Contractors are required to maintain a Code of Business Ethics and Conduct. In the event a Subcontract will be Federally funded, Subcontractor’s Code of Business Ethics and Conduct must be in compliance with FAR 52.203-13.

B. If Supplier has a good faith reason to believe that any violation of its Code of Business Ethics and Conduct has been committed by an employee(s) of either RTI or Supplier or anyone affiliated with Supplier, Supplier 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.
ARTICLE 43. **Executive Order on Terrorism Financing**
Supplier is reminded that U.S. Executive Orders and U.S. law prohibits 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. This provision must be included in all lower-tier Subcontracts/Subawards/Contracts issued under this Agreement.

ARTICLE 44. **Export Controls**
A. Definition. “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. 2796(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.

B. 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.

C. 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.

D. 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.);
4. The Export Administration Regulations (15 CFR Parts 730-774);
5. The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
6. Executive Order 13222, as extended.

E. In the event an individual Subcontract/Subaward/Contract issued pursuant to this Agreement is likely to involve Export-controlled items, additional requirements and information may be included in such a Subcontract/Subaward/Contract, 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.

F. Supplier shall notify RTI if any deliverable under this Agreement or an individual Subcontract/Subaward/Contract is controlled for export under a classification other than EAR99.”

G. Supplier shall immediately notify the RTI Subcontract/Subaward/Contract Administrator 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.

H. 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.

I. Where Supplier is a signatory under a RTI export license or export agreement, Supplier shall provide prompt notification to the RTI Subcontract/Subaward/Contract Administrator 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 Subcontract/Subaward/Contract.

J. 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/subrecipients at any tier, in the performance of any of its obligations under this Article.

K. If Supplier is to make shipment where RTI will be the importer or exporter of record, before departure of the cargo, Supplier must furnish RTI’s Logistics Management Office [logistics@rti.org, tel. 919-541-6000] copies of all export documentation including certificates, inspections and permits to allow for final checking and approval of the documents, as well as for RTI records retention in the event of audit.

L. The Supplier shall include the substance of this clause in all lower-tier subcontracts and subawards.

ARTICLE 45. Foreign Corrupt Practices Act
Supplier represents and warrants that it shall comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended (“FCPA”), as well as the a) UN Conventional against Corruption (UNICAC), b) OECD Convention on the Bribery of Foreign Public Officials (OECD Convention); and c) any other applicable local anti-corruption laws, rules, and regulations if any part of this Master Service Agreement, or any Subcontract or Subaward issued hereunder, will be performed outside of the United States of America. Specifically, Supplier understands and agrees that it shall be unlawful for the Supplier and/or any officer, director, employee or agent of the Supplier to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

(a) any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or

(b) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

For purposes of this Agreement “foreign official” means any appointed, elected, or honorary official or employee of a) a foreign government (or if any Subcontract or Subaward issued hereunder will be performed outside the United States than of the Host Country) or political party, or b) of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank).

For purposes of this Article, the “government” includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government.

ARTICLE 46. Validity and Waiver
The invalidity in whole or in part of any provision of this Agreement or an individual Subcontract/Subaward/Contract shall not affect the validity of other provisions. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of RTI to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver thereof.
ARTICLE 47. **Combating Trafficking in Persons**
RTI, as well as the United States Government, has adopted a zero tolerance policy prohibiting trafficking in persons, including any trafficking-related activities. Additional information regarding trafficking in persons may be found at the website for the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons at [http://www.state.gov/j/tip/](http://www.state.gov/j/tip/).

Additionally, in the event a Subcontract is funded in whole or in part via Federal contract funds, the provisions set forth in FAR 52.222-50 (Combating Trafficking in Persons) shall also be applicable to the Subcontract, as well as FAR 52.222-56 (Certification Regarding Trafficking in Persons Compliance Plan), if and as applicable.

ARTICLE 48. **Electronic Contracting**
The parties agree that if this Agreement or any subsequently issued Subcontract/Subaward/Contract is transmitted electronically neither party shall contest the validity of this Agreement or any subsequently issued Subcontract/Subaward/Contract, or any Acknowledgement thereof, on the basis that this Agreement, any subsequently issued Subcontract/Subaward/Contract, or Acknowledgement contains an electronic signature.

ARTICLE 49. **Survivability**
A. If this Agreement or an individual Subcontract/Subaward/Contract expires, is completed, or is terminated, Supplier shall not be relieved of those obligations contained in the following Articles:

- Independent Contractor
- Governing Law
- Indemnification
- Infringement Representation
- Confidential Information
- Right to Publish/Release of Information
- Insurance
- Export Controls
- Electronic Contracting
- Indirect Rate Indemnity (Only Applicable to Cost-Type Subcontracts/Subawards/Contracts)
- Any term contained in an individual Subcontract/Subaward/Contract, which by its nature, should remain in effect, and survive the expiration of the applicable Subcontract/Subaward/Contract.


ARTICLE 50. **Order of Precedence**
Any inconsistency in this Agreement shall be resolved by giving precedence in the following order:

1. Subcontracts/Subawards/Contracts issued under this Agreement, subject to Article 4(G): Subcontract/Subaward/Contract Procedures
2. Terms and Conditions of this Agreement, including the appendices hereto
3. Supplier's proposal, if incorporated into a Subcontract/Subaward/Contract.

ARTICLE 51. **Sustainability**
Supplier shall operate in a manner that complies with United States (U.S.), national, and local environmental laws, regulations and standards including, but not limited to, laws related to energy conservation, greenhouse gas emissions, air emissions, waste management, recycling, water discharge, toxic substances, and hazardous waste disposal. Supplier agrees to flow down this requirement in any lower-tier subcontract or subaward that it may enter into under this Master Service Agreement.

ARTICLE 52. **HIPAA Business Associate Training Addendum**
In the event Supplier has been designated as a Business Associate, as defined by 45 CFR 160.103, via operation of a provision contained in an individual Subcontract/Subaward/Contract, Supplier certifies that it has
completed, or will complete, a training course as described in 45 CFR 164.530(b) for all employees associated with the work issued under said Subcontract/Subaward/Contract and prior to such employees engaging in any work which involves Protected Health Information ("PHI"), as defined in 45 CFR 160.103.

ARTICLE 53. Price Warranty
The price/budget amount contained in an individual Subcontract/Subaward/Contract 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.

ARTICLE 54. Entire Agreement
Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by an Authorized Representative of the Party against whom such modification or waiver is sought to be enforced.
Appendix C: Sample Subcontract/Subaward/Contract Release and Assignment

A. Release

Pursuant to the terms of Subcontract/Subaward/Contract No. ______________ and in consideration of the sum of ______________ which has been or is to be paid to «Company_Name» or its assignees, the Supplier, upon payment of the said sum by Research Triangle Institute (RTI), does remise, release, and discharge RTI and the United States Government from all liabilities, obligations, claims and demands whatsoever under or arising from the said Subcontract/Subaward/Contract except:

- Specific claims, in stated amounts or in estimated amounts when the exact amounts are not known, as follows:

- Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Supplier to third parties arising out of the performance of this Subcontract/Subaward/Contract, which are not known to the Supplier on the date of the execution of this release, and of which the Supplier gives notice in writing to RTI within three (3) years following the release date or notice of final payment date, whichever is earlier.

- Claims for reimbursement of costs (other than expenses of the Supplier by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Supplier under the clauses of this Subcontract/Subaward/Contract relating to patents.

B. Assignment

The Supplier does hereby:

- Assign, transfer, and release to the UNITED STATES OF AMERICA (hereinbefore called the United States Government), all right, title and interest to all refunds, rebates, credits and other amounts (including any interest thereon), arising out of the performance of the said Subcontract/Subaward/Contract, together with all rights of action accrued or which may hereafter accrue under the said Subcontract/Subaward/Contract.

- Agree to take whatever action may be necessary to effect prompt execution of any refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and promptly to forward to the contracting officer of the applicable prime contract a check (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable profits of any such action to effect collection shall constitute allowable costs when approved by the government contracting officer as stated in the prime contract and may be applied to reduce any amounts otherwise payable to the government under the terms thereof.

- Agree to cooperate fully with the government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.
C. Certification

The Supplier does hereby:

1. Certify that:
   ( ) there was no property purchased under this Subcontract/Subaward/Contract.
   ( ) property was purchased under this Subcontract/Subaward/Contract and a final property report is attached.

2. Certify that:
   ( ) there were no potentially patentable inventions under this Subcontract/Subaward/Contract.
   ( ) there were potentially patentable inventions under this Subcontract/Subaward/Contract and a final invention disclosure report is attached.

3. Certify that all deliverables specified in said Subcontract/Subaward/Contract:
   ( ) were previously submitted.
   ( ) are attached.

4. Certify that the number of Labor Hours provided totaled ____________.
   (Completion of this item is required only if Subcontract/Subaward/Contract is Level of Effort or Time and Materials)

D. Quick Closeout (Applicable to Cost Reimbursement and Cost Plus Fixed Fee Subcontracts)

Determination and acceptance of final indirect costs under the quick closeout procedure shall be final for this Subcontract only and no adjustment shall be made to other subcontracts for over- or under-recoveries of costs allocated or allocable to this Subcontract. Indirect cost rates used in the quick closeout of this Subcontract shall not be considered a binding precedent when establishing the final indirect cost rates for other subcontracts.

IN WITNESS WHEREOF, this Supplier's Release and Assignment has been executed by an authorized official.

«Company_Name»
«Division»
«Add1»
«Add2»
«City», «State» «Zip»
«Country»

Signature: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

NOTE: In the case of a corporation, the following certification must be completed.

CERTIFICATION

I, certify that I am ____________________________ (Official Title) of the corporation named
as Supplier in the foregoing Release and Assignment; that ____________________________ , who signed said
Release and Assignment on behalf of the Supplier, was then ____________________________ of
(Official Title)
said corporation; that said Release and Assignment was duly signed for and on behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.