

## Request for Proposal (RFP)

RFP Title	TECHNICAL ASSISTANCE PARTNERS FOR THE NTD CONTROL PROGRAM
Date of Issuance:	<u>Monday, June 22, 2009</u>
Question Submission	All questions regarding this RFP must be submitted in writing to the person indicated below and before the deadline indicated. No verbal questions will be accepted and answers will provided to all offerors.
Date Questions Due From Offerors	The deadline for submission of questions is close of business (COB) Eastern Daylight Time (EDT) Tuesday, July 7, 2009.
Date Proposal Due:	The deadline for proposal submission is COB EDT on Wednesday, August 19, 2009.
Submit Questions and Proposal To:	Amy Doherty via email at <a href="mailto:AskNTD@rti.org">AskNTD@rti.org</a> .
Method of Submittal:	<ol style="list-style-type: none"> <li>1. Via email to <a href="mailto:AskNTD@rti.org">AskNTD@rti.org</a>; attention: Amy Doherty.</li> <li>2. The Offeror shall provide a quote for consideration for evaluation. The Offeror 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.</li> </ol>
RFP Number:	IDG 09-01
Attachments TO RFP: All Offerors are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.	<ol style="list-style-type: none"> <li>1. Attachment A – Instruction to Offerors</li> <li>2. Attachment B – Company information</li> <li>3. Attachment C – Statement of Work/Technical Specifications</li> <li>4. Attachment D – Form of Offer</li> <li>5. Attachment E – RTI Pro-forma Contract</li> <li>6. Attachment F – Additional Requirements</li> </ol>

## Request for Proposal (RFP) Checklist

The following is a checklist for Offeror to use in ensuring a complete proposal submission in response to this RFP.

- Completion and signature of the Offeror's Company Information (Attachment B)
- Submission of a complete proposal including a Technical volume and a Price/Business volume (Attachment C)
- Completion and signature of the Form of Offer (Attachment D)
- Completion and signature of the Financial Questionnaire (Attachment F)
- Completion and signature of the Evidence of Responsibility (Attachment F)
- Completion and signature of the Anti-Terrorism Certification (Attachment F)
- Provide evidence of required insurance coverage (Attachment F)

## Attachment A Instruction to Offerors

RTI International (RTI) seeks a firm that can provide the services as described in this Request for Proposal (RFP). Proposal submission shall be made in accordance with the instructions outlined in this attachment. Offerors shall submit the required number of hard copies of the proposal along with one original to the individual 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.

Any questions concerning the RFP should be addressed to the RTI contact as indicated on the RFP cover page; **phone inquiries will not be entertained.** Offerors must submit proposals via email as instructed on the RFP cover and must ensure that their proposals are received by the deadline. RTI will not make exceptions for any delay. Late proposals will not be considered. Offerors 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 Attachment C Statement of Work/Technical Specifications. This RFP will result in the award of multiple indefinite quantity contracts (IQCs) to the Offerors who offers the best overall value to RTI. The successful Offerors 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 Offeror, whether an affiliated company, Contractor, or other associated business, may not be given much weight unless the proposal contains evidence that the Offeror 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: Offerors 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 Offeror's technical proposal shall completely address all requirements set forth in the statement of work/technical specifications (Attachment C) of this RFP. The Offeror's technical offer will be evaluated on best value basis and scored based upon the following Factors:

- Factor 1: The completeness and accuracy of the Offeror's technical approach toward satisfying the Work requirements set forth in Attachment C
- Factor 2: The acceptability, reasonableness and realism of the Offeror's proposed Work
- Factor 3: The composition, technical skill and experience of the Offeror's personnel who will perform the Work
- Factor 4: The skill, experience and qualifications of the Offeror's Project Manager
- Factor 5: Relevant past performance information on other like work previously performed by Offeror for other customers shall be submitted. Offerors 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

Factor 6: Financial Stability

**Volume B – Price/Business Volume:** The Offeror's price/business volume shall provide prices for each line item, service component or labor category set forth in the Statement of Work.

- Offer: Offeror shall fully complete and sign the "Offer" document attached as Attachment D.
- Proforma Contract (Attachment E): Offeror shall review and sign the Contract document attached as Attachment E. The signatory authority shall have binding contractual authority for the Offeror's firm. In the event Offeror provides exceptions to any of the terms and conditions contained in the Proforma Contract, these exceptions will be included in the Offeror'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 Offeror'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 Offerors 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 Offerors responding to the RFP.
- Responsibility Determination: Offeror shall complete the requirements contained in Attachment "F". Failure to complete Attachment F will result in Offeror's offer being deemed non-responsive.

To apply under this proposal, offerors are required to:

- 1) Write up a technical proposal utilizing the outline below demonstrating capacity to provide training and technical assistance on two or more of the technical areas (see **Attachment C**).
- 2) Write up a cost proposal utilizing the outline below demonstrating capacity to provide training and technical assistance. An *illustrative* budget based on the two case studies provided in the outline will be required for the purpose of evaluating cost for the award of the IQCs.
- 3) *Proposal paper cover page* (1 page)
  - a. Name of Applicant, Contact Person, Organizational address, and contact information
- 4) *Technical Scope of Work* (7 page maximum)
  - a. *Approach* – Offeror should demonstrate their capabilities and expertise with respect to providing proposed services and technical assistance. The offeror will describe the methodologies, tools and strategies that are proposed for each selected area of activity. This section should also discuss in general terms how the offeror will identify and deploy appropriate technical experts, and how the offeror will manage and oversee consultancies and activities will be implemented, although offerors will not know in which eligible countries services will be required.
- 5) *Relevant Experience* (6 page maximum excluding CVs and past performance references)
  - a. *Capacity Statement* - An organizational capacity statement that demonstrates the applicant's understanding of the assignment, critical success factors, and applicant's approach to technical assistance within the country and disease burden context. The statement should present a brief overview of the applicant's mission and goals and how they relate to the proposed project; relevant experience in relation to the activity and geographic area; comparative advantage in carrying out this work such as in-country or regional offices and prior successes in similar endeavors.
  - b. *Key Personnel* - Brief profile of team members and CVs for key personnel, including workshop trainers. CVs should be limited to two pages each. Please specify trainers/facilitators that you have available on staff for each of the key areas outlined above in which your organization has expertise. Please be clear on which CVs are staff members and which are consultants.
  - c. *Past Performance References* - All applicants must submit contact information for at least three (3) partners with whom they have worked in the past three (3) years, in implementing a similar program(s). The reference information shall include the procuring/financing organization, location, current telephone or e-mail information, points of contact, award number if available, dollar value of activity, and brief description of work and dates performed.
- 6) **Budget (separate document not included in the page limit)**
- 7) The offeror shall furnish expertise with the necessary education, training and/or relevant experience as required under task orders to be issued under the IQC.

- 8) A budget must be submitted in the provided budget template with detailed budget notes. The budget is **illustrative** only and required for the purpose of determining if costs are fair and reasonable.

The following tasks are provided for offerors to use in the preparation of their *illustrative* cost proposals:

- Task 1:** Cost an advocacy and implementation plan for NTDs in Ivory Coast. The purpose of this activity would be to work with the incumbent grantee and country program managers over a two-year period to develop country-specific strategies to assure government commitment to sustained integrated NTD control activities.
- Task 2:** Cost an information and education campaign (IEC) and behavior change communication (BCC) activity in Bangladesh. The purpose of this activity is to provide support to the Ministry of Health for the development of IEC and community mobilization approaches and media for the annual mass drug administration for LF and STH in 19 districts targeting 30 million people

### Evaluation Criteria

A total of 100 points are possible for the complete application. The relative importance of each criterion is indicated by approximate weight by points. Applicants are advised that the questions under each bulleted scoring criterion are intended to broadly inform the scoring process and will not be individually scored or equally weighted.

The following evaluation criteria will be used for the proposal review and weighted in favor of results-oriented projects:

Technical design	40 points
Organizational capacity and past performance	30 points
Cost effectiveness	15 points
Intellectual capital	15 points

### Technical Design 40 points

**Excellence of design and feasibility to achieve results and impact:** Evaluation will be based on effective approaches and strategies which emphasize sustainability, capacity development for grantees and country counterparts and innovative practices that will allow the NTD Control Program to achieve its goals of integration, additionality, government commitment and national scale-up of NTD control programs; and understanding of influential factors that affect program success.

### Organizational capacity and past performance 30 points

- **Organizational capacity:** Offerors will be evaluated on: experience providing similar services and technical assistance in neglected tropical disease control, demonstrated ability to work in NTD Control Program countries and/or regions, and knowledge of strategies for implementing integrated NTD programs.
- **Past Performance:** The review committee will consider the following: prior demonstrated capacity of applicant to manage (technically, administratively, and financially) a project of similar type and complexity and to deliver the required results. In addition, the review committee will also consider the prior demonstrated experience of applicant in activity implementation, developing, tracking, and analyzing performance.

### Cost Effectiveness 15 points

- **Cost effectiveness and cost realism:** The *illustrative* budget will be evaluated for reasonableness and realism as it relates to Tasks 1 and 2. The overall budgetary competitiveness of the cost proposal may be determined based on composing an average ratio of activity vs. administrative costs. Does the applicant demonstrate that proposed results will be achieved with the most effective use of available resources? Does the offeror's budget include allowable, allocable, and reasonable costs? Does the applicant's technical approach support the costs proposed?

**Intellectual Capital****15 points**

- Does the applicant already have existing tools and curricula that can be used for the purpose of this activity? Are these curricula/tools relevant and applicable to the technical capacity area? Does the applicant have curricula/tools that can be adapted for this assistance?

**Attachment B  
Company Information**

*Directions: Please complete all information as applicable*

<b>Company Name:</b>	<b><u>Contract Negotiator (Pre-Award)</u></b> Name: Title/Position: Phone: Fax: Email:
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Country:</b>	<b><u>Contract Administrator (Post-Award)</u></b> Name: Title/Position: Phone: Fax: Email:
<b>Federal EIN (if applicable):</b>	
<b>DUNS Number (if applicable):</b>	
<b>Web Page URL:</b>	<b><u>Technical Manager</u></b> Name: Title/Position: Phone: Fax: Email:
<b>Name of Parent Company (if applicable):</b>	

**REFERENCES/PAST PERFORMANCE**

**Have you subcontracted to RTI before?** (If Yes, please provide the RTI Subcontract Number(s)):

**Have you performed U.S. Federal work before?**

(If Yes, please name at least two Federal Agencies and Contract Numbers that you have supported in the past two years)

(If No, please provide at least two commercial firm references (Company Name/Contact/Phone Number)

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Name	Title	Signature	Date
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## **Attachment C Statement of Work**

### **Introduction**

Hundreds of millions of people – mostly in the developing world – suffer from one or more neglected tropical disease. While relatively unheard of in developed countries, diseases like lymphatic filariasis, schistosomiasis, trachoma, onchocerciasis and soil-transmitted helminthes, cause disability, reduce mobility, contribute to childhood malnutrition and can lead to blindness and severe disfigurement. Neglected tropical diseases typically affect rural and marginal populations, who tend to be poor and lacking access to safe water, basic health services and essential medicines. Affected individuals often face stigmatization and abuse, further contributing to social and economic marginalization.

To reduce the burden of neglected diseases in developing nations, in September 2006, the United States Agency for International Development (USAID) awarded RTI International one of the first global programs to promote the integration of existing disease specific treatment programs for NTDs. The objective of the program over five years is to reduce the burden attributable to five NTDs in fifteen countries through delivery of 160 million treatments to 40 million people in affected areas.

To achieve the program objectives, RTI international works with non-governmental organizations that assist government ministries to manage NTD Control programs in an integrated manner that achieves: higher population coverage, reduction of the cost per person treated, reduction of the burden on human resources; the building of a foundation for a sustainable model.

As the NTD Control Program adds new countries and assists existing countries to achieve national scale, RTI International is seeking indefinite quantity contract (IQC) partners that can provide rapid and strategic technical assistance to grantees and government programs in two or more of these technical areas:

1. Training in monitoring and evaluation systems
2. Training and assist with implementation of post preventative chemotherapy (PCT) coverage surveys in accordance with NTD Control Program M&E guidelines
3. Advocacy planning and implementation at the country-level
4. Information and education (IEC) and behavior change communication (BCC) campaigns including materials development, focus groups, media spot development and relations, public relations, and community sensitization
5. Post-elimination exit strategy planning and technical assistance for implementation
6. Disease-specific surveillance site development and monitoring training
7. Utilizing and training personnel on budgeting tools
8. Training for mapping and survey activities for one or more of the five NTDs
9. Drug supply chain management monitoring and training
10. Developing national NTD integrated control program strategic plans
11. Documenting best practices and country-specific models of integrated approaches to NTD control
12. Developing country-specific advocacy strategic plans and provide support for implementation of advocacy activities for assuring and increasing government commitment for integrated NTD control, government leadership for integrated NTD programs and financial support for NTD control by governments and other donors at the country level

### **Evaluation Criteria**

Proposals will be scored more highly for organizations that demonstrate the following:

- Registration in NTD Control Program countries (see Attachment G) with in-country technical and administrative resources
- Training curricula already developed and tested
- Existing roster of qualified staff
- Experience to train to WHO standards
- Ability to work in different cultural contexts

**NTD Control Program  
List of Eligible Countries**

Bangladesh

Burkina Faso

Ghana

Haiti

Mali

Nepal

Niger

Sierra Leone

Southern Sudan

Togo

Uganda

**Attachment D  
Form of Offer**

The Offeror shall prepare and submit a written Offer which includes the following statements completed in their entirety:

1. Having examined the Terms and Conditions of the Proforma Contract, the Statement of Work, and any other requirements for the Request for Proposal (RFP) for the execution of the Work, we, the undersigned, offer to execute, complete, and maintain the whole of the said Work in conformity with the Terms and Conditions of the Contract and Statement of Work, Specifications for the pricing set forth in attached proposal.
2. We undertake, if our Bid is accepted, to commence work under the Contract within \_\_\_\_\_ days of receipt of the fully executed Contract countersigned by RTI, and to complete and deliver the whole of the of the Work comprised in the Contract.
3. We certify that we are not included on any list of suspended, debarred, or ineligible Offerors used by the US Federal Government.
4. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between the Parties.
6. We understand and agree that RTI is not bound to accept the lowest or any bid it may receive.
7. Offeror certifies that it fully complies with the minimum Insurance requirements stipulated in the Contract, shall maintain required insurance coverage amount for the life of the Contract, and has attached proof of insurance with their offer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ who is duly authorized to sign

bids for and on behalf of \_\_\_\_\_  
(Name of Offeror's Company)

Witness \_\_\_\_\_

Address \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment E  
Proforma Contract**

RTI CONTRACT No. \_\_\_\_\_

In support of

[Title]

ISSUED BY:  
RTI International  
3040 Cornwallis Road,  
Research Triangle Park, North Carolina, U.S.A.

## Contract Number X

<p><b><u>Contractor Information</u></b></p> <p><u>Business Size:</u>  <input type="checkbox"/> Small                      <input type="checkbox"/> Large</p> <p><u>Business Classification:</u>  <input type="checkbox"/> Nonprofit  <input type="checkbox"/> Educational Institution  <input type="checkbox"/> Foreign Entity  <input type="checkbox"/> Woman-Owned  <input type="checkbox"/> Small-Disadvantaged*  <input type="checkbox"/> Veteran Owned  <input type="checkbox"/> Service-Disabled Veteran Owned*  <input type="checkbox"/> HUB Zone</p> <p>*Copy of certification must be submitted.</p>	<p><b><u>Contract Information</u></b></p> <p>Contract Amount <input style="width: 100%;" type="text"/></p> <p>Funded Amount <input style="width: 100%;" type="text"/></p> <p>Period of Performance <input style="width: 100%;" type="text"/></p> <p>Contract Type <input style="width: 100%;" type="text"/></p> <p>CFDA Number <input style="width: 100%;" type="text"/></p> <p>NAIC Number <input style="width: 100%;" type="text"/></p> <p>SIC Number <input style="width: 100%;" type="text"/></p> <p><u>Prime Contract Info:</u></p>
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This Contract is between RTI International (hereinafter referred to as RTI), a nonprofit organization, and XYZ, acting as an independent contractor and not as an agent of RTI International, (referred to throughout as "Contractor"). Contractor agrees to deliver all items and perform all services in accordance with the following Contract Appendices:

- Appendix A: Special Contract Requirements
- Appendix B: Standard Terms and Conditions
- Appendix C: Statement of Work/Budget
- Appendix D: Invoice/Payment Instructions
- Appendix E: Task Order Funding Schedule

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

<p><b><u>Contractor Contractual Personnel:</u></b></p> <p>Facsimile:</p> <p><b><u>Project Manager:</u></b></p>	<p><b><u>RTI Contractual Personnel:</u></b></p> <p>Robin Harris <span style="float: right;">919/541-1295</span></p> <p><b><u>Project Manager:</u></b> Mary Linehan</p>
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:

**Article 1. Type of Contract/Funding**

- A. This is an indefinite quantity (IQC) Contract. RTI will provide work to the Contractor through the issuance of individual task orders. The task order procedure is contained in other articles hereunder. Task Orders issued under this Subcontract may be cost plus fixed fee (CPFF) or fixed price (FP).
- B. Contractor agrees to use its best efforts to perform all work and obligations under the Task Order authorizations and within the ceiling/fixed price and funding allocation stated in the Task Order Funding Schedule, attached hereto and incorporated by reference as Appendix E. As new task orders are issued or current task orders changed, the Task Order Funding Schedule will be updated accordingly. RTI shall bear no liability beyond the funded amount stipulated in the Task Order Funding Schedule.
- C. *Additional terms applicable to Fixed Price Task Orders:* In addition to any other available remedies, if, in the opinion of RTI, Contractor fails to perform in accordance with the terms of the task order, the RTI Subcontract Administrator may refuse or limit approval of any invoices for payment, and may cause payments to Contractor to be reduced or withheld until such time as RTI determines that Contractor has met the performance terms as established by the task order.

**Article 2. Maximum Subcontract Ceiling**

The overall ceiling price of this IQC Contract is \$1,000,000. The maximum aggregate dollar value of all task orders awarded cannot exceed the subcontract ceiling. The ceiling amount stated in this article is only the maximum amount of task orders to be issued to Contractor under this Subcontract. Furthermore, there is no minimum task order amount that RTI is obligated to award to Contractor under this Subcontract.

**Article 3. Period of Performance**

The period of performance for this Contract shall be as shown on the cover page of the Contract. Each task order will establish the actual performance period for the work to be performed under the task order. Any extensions to the task order period of performance will be supported by a written modification to the Subcontract. Whenever Contractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Subcontract or the task orders issued hereunder, Contractor shall, within five (5) calendar days, provide RTI written notice thereof, including all relevant information with respect thereto.

**Article 4. Task Order Procedures**

- A. RTI will authorize all work under this Contract through the issuance of task orders (TO). Each task order will be signed by the Subcontract Administrator and accepted by the Contractor. Task Orders may be issued at any time within the Contract period and within the overall Contract ceiling price as indicated in SCR 2 above..
- B. Issuance of a task order to Contractor in response to Contractor's Task Order Offer shall be at RTI's sole discretion. Each Task Order Authorization will be incorporated into the Subcontract by written issuance and include the following:
- A Statement of Work;
  - A Task Order Funding Schedule;
  - Period of Performance;
  - Task Order Type;
  - Fixed Price Payment Schedule (for FP tasks); and
  - Any other pertinent information.
- E. Each Task Order issued by RTI may incorporate the Contractor's technical and/or cost proposals as negotiated with RTI, and will have either an estimated cost and a fixed fee set forth as a ceiling price (for CPFF tasks) or a firm fixed price (for FP tasks) which the Contractor shall not exceed. The Limitation of Funds and/or Limitation of Costs clauses will control notification requirements under CPFF tasks when the Contractor has reason to believe it will experience either an overrun or an underrun of the ceiling price specified in the task order.
- F. Under no circumstances may the Contractor start work prior to the issuance date of the Task Order unless specifically authorized to do so by the RTI Subcontract 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. Task Orders shall not allow for any change to the terms or conditions of this Contract. Where any language in the Task Order may suggest a change to the terms or conditions, the Contractor shall immediately notify the RTI Subcontract Administrator.
- H. The technical effort and deliverables described in the Task Order Statement or Work are required to be provided as part of the effort. In the event that the technical effort and one or more of the deliverables cannot be provided within

the estimated cost of the Task Order, RTI may elect to provide additional funds in an amount mutually agreed to so that the technical effort may be completed and the deliverables provided. In no event, however, will RTI provide for any additional fee/profit as a result of the Contractor's cost overrun.

**Article 5. Designation of Contractual Representatives**

A. Tim Weinzapfel is hereby designated as the RTI Subcontract Administrator and is the only one with the authority to direct changes under this Contract. All notices shall be in writing and addressed as follows:

**For RTI**

Robin Harris  
Office of Research Contracts  
RTI International  
P.O. Box 12194  
Research Triangle Park, NC 27709-2194  
Phone: 919/541-5906  
Facsimile: 919/990-8354  
Email: timw@rti.org

**For Contractor**

Phone:  
Facsimile:  
Email:

B. The RTI Technical Monitor/Project Manager assigned to this Contract is Mary Linehan.

**Article 6. Key Personnel**

Each task order may indicate a key personnel. This individual or individuals is considered essential to the work being performed under this Contract. Contractor shall not replace any task order key personnel listed in this article without prior written approval from the RTI Subcontract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

**Article 7. Institutional Review Board (IRB)**

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 Contractor to commence work. Once this notice is provided to Contractor, the Contractor may commence with the research activities.

**Article 8. Authorized Geographic Code**

The authorized geographic code for procurement of services under this award is 935. The authorized geographic code for procurement of goods is **000**.

**Article 9. USAID Disability Policy**

A. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participating and equalization of opportunities of individual with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:  
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>

B. USAID requires the contractor to not discriminate against people with disabilities in the implementation of USAID programs and to make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

**Article 10. Foreign Government Delegations to International Conferences**

Funds in this Contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference

"Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the RTI Subcontract Administrator.

**Article 11. Branding and Marking Plan**

Contractor shall comply with the Marking Plan attached to the Contract.

**Article 12. Salary Supplementation**

No payment shall be made to any employee of any government without the advance written approval of the RTI Subcontract Administrator.

**Article 13. Additional Contract Provision**

In the event that any work under this Contract is performed by an employee or employees recruited in the United States, Contractor shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.

**Article 14. Privity**

This Contract is funded in whole or in part with funds from the United States Government. Neither the Government nor any of its departments, agencies, or employees is or will be a party to this Contract or any lower-tier subcontract. No privity between the Government Client and Contractor is established by this Contract. All communications regarding this Contract must be directed to RTI and not to RTI's Government Client.

**Article 15. Independent Contractor**

The relationship of Contractor to RTI is that of an independent contractor, and nothing in this Contract shall be construed as creating any other relationship. Accordingly, Contractor 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 Contractor's protection in connection with work performed under this Agreement. Neither Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee, or servant of RTI.

**Article 16. Statement of Work/Budget**

Contractor shall furnish the necessary personnel, materials, services, equipment and facilities, and all other items necessary to accomplish all tasks specified in Appendix D, *Statement of Work/Budget*, which is hereby incorporated and made a part of this Contract.

**Article 17. Period of Performance**

Contractor shall strictly adhere to the period of performance set forth in the Contract. Any changes to the period of performance shall only be authorized by RTI through the issuance of a written and properly executed Contract modification. In the event of any anticipated or actual delay in performance, Contractor shall: (i) promptly notify RTI in writing (within 5 days) of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide RTI with a written recovery schedule; and (iii) if requested by RTI, expedite performance or delivery to avoid or minimize delay to the maximum extent possible, unless Contractor is excused from prompt performance as provided in the "Excusable Delays" article of this Contract.

**Article 18. Limitation of Funds**

- A. The parties agree that performance of this Contract will not cost RTI or RTI's Client more than the cost specified in the Contract. Contractor agrees to use its best efforts to perform the work set forth herein within the cost ceiling and the funding amount allocated to the Contract. RTI may fund this Contract on an incremental basis. The amount of funding presently committed and available for payment to Contractor is set forth in the Contract Special Contract Requirements. In the event this 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 Contract by written modification. Funding allocations shall not exceed the cost ceiling established in the Contract. No costs will be incurred under this Contract except those costs specifically proposed by the Contractor to RTI. RTI is not obligated to reimburse the Contractor for costs incurred in excess of the total funding amount allotted by RTI to this Contract, and; the Contractor is not obligated to continue performance under this Contract or otherwise incur costs in excess of the amount of funding presently allotted to this Contract.
- B. Contractor shall notify the RTI Subcontract Administrator and Project Manager in writing when **75% of the authorized funding** has been expended under the Contract. The notice shall state the estimated amount of

funding required, if any, to continue performance under this Contract, along with an explanation of why the additional time and/or effort are needed. The Contractor shall not perform beyond the authorized funded amount without the advance written approval of the RTI Subcontract Administrator.

**Article 19. Lower-Tier Subawards**

PRIOR WRITTEN approval of the RTI Subcontract Administrator is required for obtaining services of lower-tier Contractors. Costs for lower-tier subcontracts who have not received PRIOR WRITTEN approval in accordance with this Article will not be reimbursed. Inclusion in the Contractor's budget or proposal does not constitute request or approval of lower-tier Contractors.

**Article 20. Assignment, Delegation and Subcontracting**

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

RTI shall be entitled to assign this 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 Contractor. RTI shall further be entitled to assign this Contract to its Prime Sponsor of the agreement under which this Contract is issued without prior notice to or consent from Contractor. Any other assignment by RTI shall require Contractor consent.

**Article 21. Technical Direction**

- A. The RTI Technical Monitor/Project Manager identified in Appendix A, Special Contract Requirements, does not have the authority to direct the Contractor to make changes in scope, period(s) of performance, place(s) of performance, cost, funding, or any other express Provisions of this Contract. All matters affecting the terms of this Contract and the administration thereof shall be referred to the RTI Subcontract Administrator. Any changes to the provisions of this Contract must be made by written modification in accordance with the Contract Changes and Modifications Provision of this Contract.
- B. When, in the opinion of Contractor, technical direction calls for effort outside the scope of the Statement of Work, Contractor shall so notify the RTI Subcontract Administrator and the originator of the technical direction in writing in accordance with the Changes and Modifications Article of this Contract.

**Article 22. Inspection and Acceptance**

Acceptance of the work set forth in this Contract will be made by RTI's Technical Representative or his or hers authorized representative. RTI and the Government have the right to inspect and evaluate the work performed or being performed under this Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If either RTI or the Government performs inspection or evaluation on the premises of Contractor or its lower tier Contractors, the Contractor shall furnish and requires its Contractors to furnish all reasonable facilities and assistance for the safe and convenient operation of these duties.

**Article 23. Changes and Modifications**

- A. The RTI Subcontract Administrator may, without notice to sureties and in writing, direct changes within the general scope of this 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 this 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. Contractor shall comply immediately with such direction.
- B. If such change increases or decreases the cost or time required to perform this Contract, the parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. RTI will modify this Contract in writing accordingly. Unless authorized agreed in writing, Contractor must assert any claim for adjustment to the RTI Subcontract Administrator in writing within 25 days and deliver a fully supported proposal to the RTI Subcontract Administrator within 30 days after Contractor's receipt of such direction. RTI may, at its sole discretion, consider any claim regardless of when asserted. If Contractor's proposal includes the cost of property made obsolete or excess by the change, RTI may direct the disposition of the property. RTI may examine Contractor's pertinent books and records to verify the amount of Contractor's claim. Failure of the parties to agree upon any adjustment shall not excuse Contractor from performing in accordance with RTI's direction.

- C. If Contractor considers that RTI's conduct constitutes a change, Contractor shall notify the RTI Subcontract Administrator immediately (within 5 work days) in writing as to the nature of such conduct and its effect upon Contractor's performance. Pending direction from RTI's Subcontract Administrator, Contractor shall take no action to implement any such change.
- D. Notwithstanding the foregoing provisions of this article, the cost of this Contract and, if this contract is incrementally funded, the funds allotted for the performance thereof shall not be increased or deemed to be increased except by specific written modification of this Contract indicating the new Contract cost and the new amount of funding allotted to this Contract. Until such modification is made, Contractor shall not be obligated to continue performance or incur costs beyond the point established in the "Limitation of Cost" and "Limitation of Funds" articles of this Contract.

#### **Article 24. Deliverables and Technical Reports**

- A. Deliverable requirements are stipulated in Appendix D, *Statement of Work/Budget*. All required deliverables shall be addressed to the RTI Project Manager.
- B. Notwithstanding any other payment provision of this Contract, failure of Contractor 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 the Contract unless such failure arises out of causes beyond the control and without the fault or negligence of Contractor.

#### **Article 25. Submission and Payment of Invoices**

- A. Contractor will submit invoices monthly for reasonable, allowable, allocable and necessary costs incurred in the performance of work under this Contract. A properly prepared invoice will be paid within 30 days of receipt.
- B. Invoices and payment instructions are set forth in Appendix E of the Contract.

#### **Article 26. Final Payment and Closeout**

Contractor's final invoice and release and assignment shall be submitted to RTI within 90 days following completion of the period of performance of this Contract. Payment of the **final invoice** will be withheld pending:

- Completion and acceptance by RTI of all work performed under Statement of Work
- Completion of Contractor's Release and Assignment Form, including patent/invention report, and property report; and
- Submission of all required Administrative and Technical Reports

#### **Article 27. Travel**

To the extent travel is not restricted by the Contract, costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable, allowable, and allocable under this 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 28. Taxes**

- A. Unless the Contract specifies otherwise, Contractor is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Contract except for applicable sales and use taxes that are separately stated on Contractor's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Contractor has furnished a valid exemption certificate or other evidence of exemption.
- B. Contractor remains fully responsible for any and all taxes and fees related to the performance of this activity or income, levied by any legal authority at any level of government. Contractor shall be responsible to comply with all taxation rules and regulations that apply to such instruments in the country of performance, including withholding and deposit of employee and consultant personal taxes, as per local law. Any guidance received from RTI International on what such laws might be, is not binding or final. Contractor should perform its own due diligence to determine which laws apply and how.

#### **Article 29. Record Retention and Access**

Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of RTI, USAID, or the Comptroller General of the United States. Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion of the 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 30. Confidential Information**

- A. During the term of this Contract, Contractor 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 Contractor as a result of services under this 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 Contractor or its employees only for purposes of performing the obligations hereunder. Contractor shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of the disclosing party.
- B. The foregoing obligations shall not apply to Confidential Information which:
- is or becomes generally available to the public other than as a result of a disclosure by Contractor;
  - becomes available to Contractor 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;
  - Contractor develops independently without use of the disclosing party's Confidential Information, as demonstrated by written records and evidence;
  - was in Contractor's possession or known to it prior to its receipt from the disclosing party; or
  - is required by law to be disclosed, provided Contractor notifies the disclosing party promptly and gives the disclosing party an opportunity to seek an appropriate protective order.
- C. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the termination of this Contract.

**Article 31. Organizational Conflicts of Interest**

- A. Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest or that the Contractor has disclosed all such relevant information.
- B. Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the RTI Subcontract Administrator. This disclosure shall include a description of activities that the Contractor has taken or proposes to take, after consultation with the RTI Subcontract Administrator, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. The RTI Subcontract Administrator may terminate this Contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational 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 Subcontract Administrator, RTI may terminate the Contract for default, and/or forward the relevant information to the Government Contracting Officer, who may debar the Contractor from Government contracting, and/or pursue such other remedies as may be permitted by law or this Contract.
- D. Contractor further agrees to insert provisions which shall conform substantially to the language of this Section, including this paragraph (d), in any lower-tier subcontract or consultant agreement hereunder.

**Article 32. Right to Publish/Release of Information**

- A. Contractor 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. Contractor 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 this Agreement.
- C. Any program, document, data or information supplied by Contractor to Client through RTI may be used, copied or disclosed by RTI or Client as necessary in the normal course of its business, notwithstanding any copyright of Contractor in such materials and notwithstanding any notices or legends appearing thereon. In addition, RTI reserves for itself a royalty free, world-wide, nonexclusive, irrevocable license to use all intellectual property developed pursuant to this Subcontract.
- D. Contractor 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.

- E. Unless specifically restricted in the 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.

**Article 33. Indemnification**

- A. To the extent permitted by law, Contractor shall indemnify, defend, and hold RTI harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney's fees, as a result of any damage or injury to the Contractor, its employees, officers, or agents, or injury to the property of Contractor, its employees, officers, or agents, or for any injury to third persons or their property which is directly or indirectly caused by the negligence or willful misconduct of the Contractor, its employees, officers, or agents, in the course of performance of any of the work specified in this Contract.
- B. RTI shall promptly notify Contractor of any claim against RTI which is covered by this indemnification provision and shall authorize representatives to settle or defend any such claim or suit and to represent RTI in such litigation.

**Article 34. Infringement Indemnity**

In addition to any other warranty by Contractor against infringement, statutory or otherwise and to the extent permitted by law, Contractor shall defend at its expense, any suit against RTI or Client based on a claim that any item furnished by Contractor under this Contract or the normal use or sale thereof infringes any U.S. Letters patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to RTI, shall obtain for RTI and Client the right to use and sell said item or shall substitute an equivalent item reasonably acceptable to RTI and extend this patent indemnity thereto.

**Article 35. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. No consideration shall be given to North Carolina's conflict of laws rules. This Contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

**Article 36. Compliance with Laws**

Contractor shall comply with all applicable statutes and government rules, regulations and orders, including those pertaining to United States Export Controls.

**Article 37. Labor Disputes**

Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, Contractor shall immediately (within 5 calendar days) give notice thereof, including all relevant information, to RTI.

**Article 38. Disputes**

All disputes and differences that may arise out of or in connection with this Subcontract will be settled by negotiations. If negotiations cannot be concluded to the satisfaction of both parties within ninety (90) days, the dispute will be settled by arbitration according to the international arbitration rules of the International Chamber of Commerce. A panel of three (3) arbitrators will be selected, with each party designating a single arbitrator. The location of the arbitration will be Washington, DC. The laws controlling the arbitration will be the laws of the State of North Carolina, United States. The provisions of the United Nations Convention for the International Sale of Goods are specifically excluded. Pending final determination of any dispute hereunder, Contractor shall proceed diligently with the performance of this Subcontract.

**Article 39. Litigation**

- A. Contractor shall provide written notice to RTI of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations on the Contract.
- B. Contractor shall provide written notice to RTI of any final decision by any tribunal, state or federal agency, or court which is adverse to the Contractor which results in a settlement, compromise, claim, or agreement of any kind for any action or proceeding brought against the contractor or its employee or agent under the Americans with Disabilities Act of 1990, and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

#### **Article 40. Termination/Cancellation**

- A. Termination for Unsatisfactory Performance. In the event of unsatisfactory performance by Contractor, RTI has the right to terminate this agreement upon written notice to Contractor. Upon notification, Contractor shall have thirty (30) days from the date of receipt to cure such unsatisfactory performance and if Contractor elects to cure, this agreement shall continue in full force and effect. Contractor shall provide written notice to RTI within five (5) days of receipt of the Notice of Termination that Contractor intends to cure within the requisite thirty (30) day period. Upon Termination for Cause, if Contractor does not elect to cure its breach, Contractor shall:
- 1) cease all work except to the extent that is minimally necessary to shut down operations;
  - 2) return or provide to RTI all materials and work product related to this contract; and,
  - 3) provide RTI with such services related to the transfer of tasks under the work statement to another contractor as is specified by RTI upon termination.
- B. Termination by Client. In the event that RTI's Client (USAID) terminates RTI's contract, or any portion thereof that includes work being performed by Contractor, or if RTI's Client reduces the project funding that affects the funding available for Contractor, RTI may terminate the subcontract.
- C. Termination for Convenience. Either party may terminate this subcontract for convenience upon thirty (30) days prior written notice to the other party.

#### **Article 41. Insurance**

- A. Upon execution of the Contract, Contractor certifies that it maintains and also that it shall require any lower-tier Contractor to maintain throughout this Contract 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 Contractor or of any of its employees, agents, or lower-tier Contractors, with \$1,000,000 combined single limits.
- B. Contractor's insurance policy shall name as an additional insured:
- "RTI International and its subsidiaries, affiliates, officers, directors, and employees"*
- C. Contractor shall provide to RTI, upon Contract execution, a certificate of insurance depicting the insurance requirements set forth in this Article.

#### **Article 42. Assumption of Liability; Waiver and Release**

In consideration of the mutual covenants, terms and conditions contained in this Contract, it is understood and agreed that Contractor hereby assumes full responsibility for any and all claims, causes of action, demands, liabilities, fines, penalties, losses, damages, costs and expenses of whatsoever nature, including attorneys' fees, resulting from but not limited to, death, bodily injury, and damage to property and the environment, arising out of or connected with any act or omission of the Contractor and/or performance of services pursuant to this Contract by Contractor, its agents, Contractors, employees or assigns, and hereby releases and discharges RTI from any responsibility whatsoever for any such claims, demands, losses or expense, unless caused by or resulting from a material breach of this Contract by RTI which is not cured within a reasonable period of time following actual receipt by RTI of written notice describing the nature of such breach.

#### **Article 43. Standards of Ethics and Business Conduct**

RTI has established very high ethical standards for our employees. RTI considers adherence to our company standards of business conduct as well as strict observance of all U.S. and non U.S. laws and regulations to be not only a legal requirements but more than that, an ethical obligation for all. While performing as an RTI Contractor, you are expected to adopt and comply with these same standards. As a result, this Contract incorporates by reference, with the same force and effect as if it was given in full text, RTI's "Standards of Ethics and Business Conduct for RTI Associates." The applicable standards can be accessed on the RTI website at <http://www.rti.org>. Upon request, the Subcontract Administrator can provide paper copies of these standards.

#### **Article 44. Executive Order on Terrorism Financing**

Contractor 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

Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this Contract.

**Article 45. Export Controls**

Contractor shall comply in all respects with U.S. statutes, regulations, and administrative requirements regarding Contractor relationships with non-U.S. governmental and quasi-governmental entities including, but not limited to the export control regulations of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Act ("EAA"); the antiboycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department Of The Treasury, Office of Foreign Assets Control.

**Article 46. Foreign Corrupt Practices Act**

Contractor acknowledges and understands that it must comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"). Specifically, Contractor understands and agrees that it shall be unlawful for the Contractor and/or any officer, director, employee or agent of the Contractor 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 either:

- (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) to 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.

Further, Contractor acknowledges that "foreign official" means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or 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, including employees of government-owned companies in South Africa.

**Article 47. Debarment and Suspension**

In accepting this Contract, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Any change in the debarred or suspended status of the Contractor during the life of this Contract must be reported immediately to RTI. The Contractor agrees to incorporate the Debarment and Suspension certification into any lower-tier subcontract that they may enter into as a part of this Contract.

**Article 48. Validity and Waiver**

The invalidity in whole or in part of any provision of this Agreement 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 49. Order of Precedence**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- 1. Terms and Conditions of this Contract, including the appendices hereto
- 2. Contractor's proposal, if incorporated herein.

**Article 50. Entire Agreement**

Both parties acknowledge that they have read this Contract, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supercedes 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 the party against whom such modification or waiver is sought to be enforced.

**Attachment F**  
**Additional Requirements**

Offerors shall complete the attached documents:

1. Review of Subcontractor/Subrecipient Financial Systems (including requested financial information)
2. Evidence of Responsibility
3. USAID AAPD 04-07 Anti-Terrorism Certification
4. Minimum Insurance Coverage Required

**Research Triangle Institute  
Review of Subcontractor/Subrecipient 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.

## Research Triangle Institute Review of Subcontractor/Subrecipient Financial Systems

### **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?

**Research Triangle Institute**  
**Review of Subcontractor/Subrecipient Financial Systems**

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?

**Insurance**

Please indicate if your company maintains the following insurance coverage and indicate the coverage.

Copies of current insurance certifications (or insurance policy) should be attached:

Worker's Compensation:       Yes  No  
Amount of Coverage: \_\_\_\_\_

Automobile Insurance:       Yes  No  
Amount of Coverage: \_\_\_\_\_

General Liability Insurance:       Yes  No  
Amount of Coverage: \_\_\_\_\_

Other (please explain): \_\_\_\_\_  
Amount of Coverage: \_\_\_\_\_

**Research Triangle Institute**  
**Review of Subcontractor/Subrecipient Financial Systems**

**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)*

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**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

## **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.

By signature below, Offeror certifies that the above statements are accurate, complete and current.

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Certification

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
2. Specifically, in order to comply with its obligations under paragraph 1, the Recipient will take the following steps:
  - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not appear (i) on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website :<http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) on any supplementary list of prohibited individuals or entities that may be provided by USAID to the Recipient. The Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
  - b. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware or that is available to the public.
  - c. The Recipient will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification:
  - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
  - b. "Terrorist act" means-
    - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
    - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

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Signature

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Printed Name

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Title

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Company Name

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Date

## Insurance Requirements

RTI requires that all Subcontractors maintain a minimal amount of insurance. Insurance requirements vary in accordance with the type and complexity of the goods and/or services requested. **In addition, Certificates of Insurance must be included with each offer.**

Furthermore, RTI must be named as an “additional insured”.

In the event work will be performed **within the United States**, the following insurance requirements will be required:

- 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 Subcontractor or of any of its employees, agents, or lower-tier Subcontractors, with \$1,000,000 combined single limits.

In the event work will be performed **within one or more of the countries listed in this RFP**, the insurance requirements listed on the following page will be required.

### **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/>)

Country	Workers Compensation (WC)	General Third Party Liability	Auto Liability (BI = Third Party Bodily Injury, PD + Third Party Property Damage)
Bangladesh	Workmens Compensation Act of 1982 only covers workers who earn up to BDT 3,000 per month. Certification required if Vendor has employees in this category. PA is mandatory.	100,000	Road Traffic Act of 1960, amended 1964 and 1984 requires unlimited BI/PD cover. (NB despite this legal requirement many vehicles are uninsured so certification is necessary
Burkina Faso	State provided via Caisse Nationale de Securite Sociale. No certification required.	Minimum limit CFA 250,000,000	Compulsory under the CIMA code. Liability for BI is theoretically unlimited but Arts 258 - 266 of the Code include a table of compensation rates.
Ghana	Statutory limits under Workers Compensation Act of 1987 amended in 1994. Certification required	250,000	Statutory limits under Motor Vehicle (Third Party Injuries) Act of 1958 as amended in 2002: BI unlimited, PD GHC10m. We require minimum PD limit of US\$10,000
Haiti	The Social Security Decree Law of 1949 established benefits which are administered by the state owned Office d'Assurances Accidents du Travail (OFATAMA) operated under L'Institute d'Assurances Sociale d'Haiti. No certification required	100,000	The Motor Third Party Decree of 1964, amended in 1987 requires compulsory coverage of HGO 12,500 for BI and HGO 7,500 PD to be placed via the state owned Office d'Assurance Contre Tiers. We require voluntary cover of US\$ 20,000 PD/BI combined in addition.
Mali	State scheme under the Institute Nationale de la Prevoyance Sociale. No certification required.	100,000	Compulsory under the CIMA code. Liability for BI is theoretically unlimited but Arts 258 - 266 of the Code include a table of compensation rates.
Nepal	Labor Act of 1992, Art.38 establishes mandatory insurance for certain occupations but insurance is provided via PA policy - see requirements	50,000	Transportation Act has not been implemented. Minimum requirements PD/BI US\$10,000
Niger	State scheme under the Caisse Nationale de Securite Sociale. No certification required.	100,000	Compulsory under the CIMA code. Liability for BI is theoretically unlimited but Arts 258 - 266 of the Code include a table of compensation rates.
Sierra Leone	no information currently available	100,000	
South Africa	State Scheme - Compensation for Occupational Illnesses and Diseases Act # 131 of 1993 (COIDA). No certification required	SAR 5,000,000	Unlimited BI under Compulsory Motor Vehicle Insurance Act # 56 of 1972 and Road Traffic Act # 29 of 1989 (as amended). Standard voluntary PD cover of SAR 2,500,000 is acceptable
Sudan	The National Social Insurance Fund (NSIF) is administers benefits payable under the Social Insurance Act of 1990. This only applies if a worker is disabled by more than 15% (or is killed). For other injuries Workers Compensation is compulsory under the Work Injuries Compensation Act of 1981 but enforcement has been limited.	100,000	The Road Traffic Act #5 of 1962 was amended in 1993 to take Sharia into account. The Act limit for BI is SDD 2,000,000. Per person. PD is unlimited. The BI limit (called Deya) is awarded in almost all cases as it is so low.
Togo	State scheme under the Caisse Nationale de Securite Sociale. No certification required. (previously Office Beninoise de Securite Sociale). No certification required	Written as Responsabilite Civile du Chef d'Entreprise. Minimum limit CFA 1,000,000,000	Compulsory under the CIMA code. Liability for BI is theoretically unlimited but Arts 258 - 266 of the Code include a table of compensation rates.
Uganda	Statutory under Workers Compensation Act No 8 of 2000. Certification required	50,000	Statutory Vehicle Insurance (Third Party Risks) Statute of 1988 has inadequate limits. We require a minimum of US\$20,000 PD/BI

